

SBI GENERAL JEWELLER'S BLOCK INSURANCE POLICY

POLICY WORDING

1. PREAMBLE

This Policy is evidence of the contract between the Insured and the Insurance Company (hereinafter called the Company). The Proposal along with any written statement of the Insured for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of the Insured having paid the premium, Insurance Company will insure Insured's interest stated under the Sections specified as operative in the Schedule and accordingly the Company will indemnify the Insured in respect of events occurring during the Policy Period in the manner and to the extent set forth in the Policy provided that all the terms, conditions and exceptions of this policy in so far as they relate to anything to be done or complied with by the Insured has been met.

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

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

The Policy is based on information which the Insured has given the Company and the truth of this information shall be condition precedent to the Insured's right to recover under this Policy.

2. DEFINITION OF WORDS

1. Proposal

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

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 the 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 the Company as part of the Policy. It provides details of Sections of Policy which are in force, and the level of cover the Insured has. A revised Schedule will be sent at each renewal.

4. Endorsement

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

5. Sum Insured

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

6. You, Your, Insured

Means the entity(ies) named in the Schedule only. Any additional entity(ies) acquired or incorporated during the Policy Period cannot be added to the Policy without the prior written agreement of underwriters.

7. We, Us, Our, Insurer, Company

The SBI General Insurance Company that has provided Insurance Cover under this Policy of the Company.

8. Damage/ Damaged

It means physical 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. Deductible

It means the first part of any claim for which the Insured is responsible. Any Sum Insured/Limit will apply after the Deductible has been applied.

11. Family

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

12. Money

Money means cash, bank drafts, currency notes, treasury notes, cheques, postal orders, money orders and current postage stamps, revenue stamps, court fee stamps and the like belonging to the Insured.

13. Personal Effects

It means articles (excluding Money) including but not limited to jewellery and valuables, which are normally worn, used, or carried about by the Insured or the Insured's Family in everyday life.

14. Documents

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

15. Geographical Limits

It means INDIAN territory, unless otherwise specified.

16. Policy Period/Period of Insurance

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

17. Cost

For the purpose of insurance, Cost would mean landed cost that includes all direct cost plus all kinds of labour charges plus all related incidental expenses plus applicable taxes and levies, available in the records of the Insured

18. Premises

For the purpose of this insurance, premises mean Insured's own /occupied premises as stated in the Schedule.

3. COVERAGE

Article 1 - The property insured, and perils insured against: (Property Insured and perils covered)

Jewellery, gold or silver ornaments or plate, diamond and gems including studded jewellery, pearls and precious stones of any sort or kind whatsoever and/or other stock or merchandise and material usual to the conduct of the Insured's business, bank notes or scrip, whether the same be the property of the Insured or entrusted to him or them on sale or return or on approbation or for work to be done thereon or for any other purpose whatsoever.

Property insured shall include goods given on consignment ("Memo") to a third party.

The Basis of Valuation for settlements of claims for property insured hereunder, except for cash or bank notes, unless otherwise stated in the Schedule shall be the Insured's cost plus ten percent and in case of Furniture, Fixtures and Fittings it shall be Reinstatement Cost.

This insurance covers all risks of direct physical loss of or damage 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 - 1: PROPERTY IN PREMISES

This section insures against all risks of direct physical loss of, or damage howsoever caused to, Property Insured under Section - 1 of the Schedule whilst contained in the Premises where the Insured's business is carried on or at other premises where the insured property is deposited as specified in the Schedule or endorsed thereto:

- Stock on premises
- Stock in vaults, safes, and bank lockers
- Stock in display window
- Money on Premises
- Stock anywhere on Premises outside business hours. It is a condition of this sub-section 1 (e) that the Company's maximum liability shall not exceed ____ % of total Sum Insured under Section - 1 of the Schedule if such stock(s) are kept outside of Locked safe and / or strong room unless specifically agreed and revised by the Company.

For policies issued on Floater basis the Sum Insured in aggregate under the Policy is available for any one, more, or all locations as specified in respect of Property Insured under Section - 1.

Condition of Average

If the Property covered hereby on all specified premises shall at the time of 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 proportionate share of loss or damage accordingly.

Amended Condition of Average Applicable only if Waiver of Under ainsurance up to 15% is Opted: Every item, if more than one, shall be separately subject to this Special Condition. However, if the Sum Insured opted under affected item/head at the time of an insured event is less than 85% (eighty five percent) of the collective reinstatement value of the insured contents, this condition shall be of no purpose and effect, subject otherwise to the terms, conditions and exceptions of the policy.

Deductible:

- The first 5% of each and every claim amount subject to a minimum of INR 10,000 for Sum Insured up to INR 10 Cr.
- The first - 5% of claim amount subject to a minimum of INR 25,000 for Sum Insured above INR 10 Cr and up to INR 100 Cr.
- The first - 5% of claim amount subject to a minimum of INR 5 Lakhs for Sum Insured above INR 100 Cr and up to INR 1500 Cr. unless specifically revised by the Company.

SECTION - 2 : PROPERTY IN CUSTODY OF THE INSURED & SPECIFIED PERSONS

This Section insures against all risks of direct physical loss of or damage howsoever caused to property insured under items (a), (b) and (c) up to the limits as mentioned under Section - 2 of the Schedule and carried, conveyed/distributed outside the specified premises for purpose of Insured's business, directly entrusted by the Insured and their authorized representatives.

- Outside Business Premises Limit** - 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.
- Memo Limit** - Property insured, excluding Money, whilst in the custody of Cutter(s), Broker(s), Agent(s), Goldsmith(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.
- 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.

If the value of Property at any place were in excess of Rs. 5 Lacs, the same should be stored overnight or during non-business hours in a burglar proof safe.

Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses: Personal Conveyance Clause

Hotel/Motel Clause

Private Dwelling House Clause

Pair and Set Clause

Coverage under Section - 2 is extended to cover transits in respect of exhibitions, if applicable

Coverage under Section - 2 is extended to include deemed exports and/or imports, locally made in India and subject to Insured maintaining full and complete record of such transactions and the said material is conveyed / carried either by the Insured or his Partner(s) or Director(s) or Constituted Attorney(ies) or Employee(s) whether directly / indirectly entrusted by the Insured or otherwise subject to appropriate documentary evidence being available relating to such entrustment.

Coverage under Section - 2 is extended to cover bags carrying goods, excluding money, whilst in the care of airport security / customs or other authorities checking and/or reviewing processes and/or whilst being passed through x-ray machines at airport and/or whilst contained in in-flight overhead compartments.

Coverage under Section - 2 is extended to include goods sent on memo to GIA/IGI/GII/GCI/Variety Hallmark/SGL/DGLA/BIS and other similar institutes / laboratories for grading, certifications and hallmarking and third-party boilers within India.

Deductible:

The first 5% of each and every claim amount subject to a minimum of INR 25,000 except for Air Transits on Door-to-Door Basis for which the deductible shall be the first 5% of each and every claim amount subject to a minimum of INR 50,000 unless specifically revised by the Insurer.

SECTION - 3: PROPERTY IN TRANSIT

This Section insures against all risks of direct physical loss of or damage howsoever caused to property insured whilst in transit under (a) to (e) herein below up to the limits mentioned under Section - 3 of the Schedule within the Geographical Area / Territorial Limits specified in the Schedule.

- Registered Insured Post Parcel
- Airfreight
- Angadias
- Couriers (Such as BVC / Malca Amit / Brink's / Lemuir / Securus Logistics Pvt. Ltd. / Sequel Logistics)

- e) Logistics Providers and any other carriers and delivery services used in the normal course of Insured's business

It is hereby agreed and declared that in the event of the goods being sent by Air transit, Angadia, Courier and/or Logistics Company hereinafter referred to as Carrier, the Insured shall declare the full value (unless specifically agreed and revised by the Insurer) of the cargo to the Carrier. Further, in the event of a loss the Insured shall immediately lodge a claim on the Carrier and shall take all legal steps to recover the loss or damage from the Carrier.

Coverage under Section - 3 is subject to the following Clauses attached hereto:

- a) Institute Clauses as attached.
- b) Termination of Transit Clause (Terrorism) (JC056) as attached.

This Section excludes any shortage in goods claimed to have been forwarded in a package, when the package is received by the consignee in apparent good order with seals unbroken.

Notwithstanding the expiry date, it is agreed in respect of the cover for sending granted hereunder, that the risk will attach from the time the sending is effected until the arrival of the insured property at its final destination, provided that the sending has commenced transit during the period of insurance.

This extension is subject to 30 days' notice of cancellation, except in respect of war risks which is subject to 7 days' notice.

Coverage under Section - 3 includes the connecting conveyance as per the methods of shipment including personal conveyance by the consignor and/or consignee and/or employees. The limit for the connecting conveyance should never exceed the limit mentioned in the Schedule for the main method of transport.

Coverage under Section - 3 is extended to inward/outward/return shipments to/from Customers and/or Suppliers and/or Insured's Premises and/or Office Premises and/or Banks and/or vice versa.

Deductible:

The first 5% of each and every claim amount subject to a minimum of INR 25,000 except for Air Transits on Door-to-Door Basis for which the deductible shall be the first 5% of each and every claim amount subject to a minimum of INR 50,000 unless specifically revised by the Insurer.

SECTION-4: FURNITURE, FIXTURE, FITTINGS & CONTENTS

This Section insures against all risks of direct physical loss of or damage howsoever caused to the 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 where the Insured's business is carried on.

Deductible:

The first 5% of each and every claim amount subject to a minimum of INR 10,000.

SECTION-5: FIDELITY GUARANTEE

Notwithstanding the contents of General exclusions under Article 2, paragraph 1 point 1, this insurance is extended to cover the property insured against direct physical loss or damage sustained through any act or acts of fraud or dishonesty committed by Employee(s), acting alone or in collusion with others, subject to such fraudulent acts being committed during the policy period specified in the Schedule.

The policy may further be extended to cover the property insured against direct physical loss or damage sustained through any act or acts of fraud or dishonesty committed by Third Party during the period of this insurance, to the amount not exceeding the limit stated in the Schedule for any one loss and in the annual aggregate.

This Section is subject to the following conditions which in so far as they relate to anything to be done by the Insured shall be deemed to be conditions precedent to the right of the Insured to recover hereunder:

1. The word "Employee" in this Section shall mean any and all persons who have been engaged in the services of the Insured in the course of their business anywhere within the territorial limits of this insurance and including managers and/or directors employed by the Insured's company without having a financial interest, contract employee(s), Partner(s), Duly Consulted Attorney(s) and Consultant(s) and other person(s) authorized by the Insured.

The word "Third Party" in this Section shall mean any and all persons to whom the Insured has entrusted goods in the course of their business anywhere within the territorial limits of this insurance.

2. In the event of a circumstance being discovered where a claim may be made under this Section, the Company shall be advised within 7 working days of discovery.
3. Unless otherwise agreed by the Company, there shall be no claim hereunder:
 - i. In respect of acts committed prior to the inception date or after the expiry date of this insurance.
 - ii. For losses not discovered and reported to the Company within 180 days of the act of fraud or dishonesty. For any Employee Infidelity loss which involves a series of acts committed by any employee or group of employees conspiring together, this condition shall be deemed to apply to each individual act of fraud and dishonesty and not solely to the final act prior to discovery.
 - iii. Deductible: 5% of the claim amount subject to a minimum of ₹ 100,000/- unless specifically revised and altered by the Company.

SECTION-6: EXHIBITION

Notwithstanding the contents of General exclusions under Article 2, paragraph 7, this insurance is extended to cover the property insured whilst at the exhibitions and up to the limits stated in the Schedule. Cover is provided for transits to and from exhibitions where so indicated and by the methods stated in the Schedule. This Section is subject to the following warranties and conditions:

1. It is warranted that during exhibition hours, the property insured being displayed shall be in key locked showcases and/or safe and/or cabinets with the keys removed, except whilst temporarily removed therefrom for showing to customers.

Not on display/safe/cabinet: Coverage shall be maintained in respect of insured Valuables on the booth whilst not in key locked showcases nor in safe, subject to the Personal Conveyance Clause applicable under this insurance.

2. It is warranted that at all times during exhibition hours the stand is to be supervised by a minimum of two persons.
3. It is warranted that outside exhibition hours, the property insured is to be kept in a locked safe on the stand and/or the safe deposit facilities provided by the exhibition organisers/ arranged by Insured.
4. It is warranted that the inventory is checked on placing the property insured in the showcases at the start of each day or on removing the property insured from the showcases at the end of each day with documentation of the same.
5. For the purpose of this insurance, the directors and/or employees of any company with whom the Insured shares the exhibition stand are considered to be employees of the Insured for the duration of the exhibition.

6. It is warranted that booth is equipped with CCTV connected to digital recording device.
7. It is warranted that any stones in excess of 3 carats are weighted before it being presented to and upon receiving it back from any potential customer or third party.

Coverage under this Section is also subject to the terms and conditions as stated in the policy of the following clauses:

- Personal Conveyance Clause
- Hotel/Motel Clause
- Private Dwelling House Clause
- Pair and Set Clause

SECTION-7 BOILING/CASTING/LASER MACHINE OPERATIONS

This Section insures against all risks of direct physical loss of or damage to property insured whilst they are under the process of Boiling and/or Casting and/or Laser Machine Operations as specified in the Schedule at the Insured's Premises, specified in the policy, subject to maintaining proper records.

SECTION-8 MYSTERIOUS LOSS

Notwithstanding the contents of General exclusions under Article 2, paragraph 5 of the General Conditions, this insurance is extended to cover the property insured against mysterious loss or unexplained shortage up to the limit stated in the Schedule. Coverage is applicable only when CCTVs are installed with recording.

Wearing Coverage: Coverage is extended to include cover for the Photo Shoot or Fashion Show with the warranty that Insured's staff to be present with the goods at all the times and is subject to Personal Conveyance Clause.

4. EXTENSIONS/ENDORESEMENT

1. BODY PIERCING EXTENSION:

In consideration of the payment of an additional premium, it is hereby agreed and declared that, notwithstanding anything written in the Policy contained to the contrary, the Policy shall extend to include any Medical Expenses Re-imburement for Accidental Injury arising during the Act of Piercing by the Insured. Medical bills shall be produced at the time of claiming. The coverage under this endorsement is up to INR 50,000 (aggregate limit under this extension during the Policy Period) unless any revision is agreed by Insurer.

2. PURCHASE PROTECTION COVER:

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the Insured, coverage is extended to cover loss or accidental damage to jewellery purchased by customer within insured premises up to the limit as defined in Section 1 of the Schedule subject to general exclusions of this policy.

3. PERSONAL JEWELLERY EXTENSION:

In consideration of the payment of an additional premium, it is hereby agreed and declared that, notwithstanding anything within written Policy contained to the contrary, the Policy shall extend to include personal jewellery of an Insured kept at Premises or during transit up to a limit as mentioned in Schedule subject to general exclusions of this Policy.

4. PERSONAL INJURY DURING ROBBERY AND HOLD UP:

It is hereby declared and agreed that this Policy extends to cover an injury suffered by the Insured due to an incident of robbery or holdup (following upon an actual forcible and violent

entry to or exit from the Premises by the person or persons committing such theft) and such injury is the sole cause of:

- i. Death;
- ii. Total and permanent loss of sight in one or both eyes;
- iii. Total and permanent loss of one or both hands or feet;

Occurring within twelve (12) months of the Insured sustaining the injury. The Company will, in respect of such injury, pay to the Insured or his or her legal representative, an amount of `50,000/- in respect of any one person and `1,00,000/- in the aggregate, for any one event.

However, no amount will be payable in respect of:

- Death, attributable to, or consequent upon, or accelerated by; or
- Disablement, aggravated by, attributable to or consequent upon; any pre-existing physical defect, illness or disease or injury.

5. FIXED GLASS AND RELATED FITTINGS

In the event of accidental breakage to fixed glass and related fittings in insured Premises, the Company will pay for the cost of repair or replacement of the damaged items.

Company will also pay for:

1. Damage to frame and framework of any description following breakage of glass.
2. Following breakage of glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement glass, provided that such costs have been included in the Sum Insured of the glass under this Extension.
3. Accidental damage to the contents of the Premises caused by breakage of glass or sanitary fittings up to a limit of `5,000/- (Rupees five thousand) during any Policy Period. Provided that the Company will not be liable for -
 1. The first `500/- (Rupees five hundred) for each and every claim.
 2. Breakage or damage during removal, alteration and repairs in or about the premises
 3. Disfiguration or scratching or damage of glass or sanitary fittings other than the fracture extending through the entire thickness of Glass or Sanitary Fittings.
 4. Breakage of glass or sanitary fittings which are not completely and securely fixed.
 5. Any consequential loss except as provided for under item 3 of coverage

Average (Under-Insurance)

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

6. NEON & SIGN BOARDS

The Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of accidental loss of or damage to neon, illuminated sign or glow sign fixed at the insured Premises and caused by any

unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one neon sign or glow sign in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

Provided that the Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Insured.
2. Loss or damage for which the manufacturer or supplier is responsible.
3. Loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
4. Any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations.
5. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder.
6. The fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults.
7. Loss of or damage caused by sun, rain, hail or climatic or atmospheric conditions.
8. Loss, damage or deterioration occasioned by any process of cleaning, retaining, restoring or removing.
9. Damage caused by mechanical and/or electrical derangement.
10. Loss, damage or destruction under orders from any Public Authority.
11. Loss by theft of individual parts of the neon sign and/or glow sign.
12. Loss or damage occasioned through the willful act of the Insured or his family members or any Employee or agent of the Insured or the willful act of any other person with the connivance of the Insured or his family members or any Employee or his family members or any agent of the Insured.
13. Loss or damage occasioned through the willful act of the Insured or his family members or any Employee or agent of the Insured or the willful act of any other person with the connivance of the Insured or his family members or any Employee or his family members or any agent of the Insured.

Special Conditions

- a. Warranted that all neon signs/glow signs shall be examined by suitably qualified person at least once a year and any defect in the installation rectified forthwith.
- b. Average (Under-Insurance): If the Property covered hereby on all specified Premises shall at the time of 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 proportionate share loss or damage accordingly.
- c. Deductible: 5% of the claim amount subject to a minimum of ₹ 2,500/- for each and every claim.

- d. Maintenance of Sum Insured: Immediately upon the happening of any loss or damage, the Sum Insured under this Section 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. PUBLIC LIABILITY AT THE INSURED PREMISES

Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for:

1. Accidental injury to any person other than any Insured or his/her family member.
2. Accidental Damage to property belonging to any person other than any Insured or his/her family member.

Provided that the accident has taken place in connection with

Insured's business during the Period of insurance for which the Insured is held responsible and the claim is lodged on the Insured during the Policy Period.

Company will pay in respect of Insured's liability towards:

- a) Compensation payable of to third parties
- b) Third party legal costs awarded by the Court
- c) Insured's defence costs. Company will not be liable for:
 1. 0.25% (quarter per cent) of limit of liability subject to a minimum of ₹ 1,000/- (Rupees one thousand) for any one accident.
 2. Injury or Damage to property caused by products (except while remaining in Insured's custody or control) including food or beverages sold or supplied by Insured or on their behalf to employees or visitors for consumption on Insured premises.
 3. Accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by Insured or on Insured's behalf of animals, vehicles, aircraft, ships, boats or craft of any kind.
 4. Any compensation for death of or bodily injury to Insured or Insured's contractor's employee(s) or damage to property belonging to or in the custody, care and control of Insured or Insured's contractor's employees.
 5. Damage to property owned, leased and hired or under hirepurchase or on loan to Insured or otherwise in Insured's control, care and custody, other than the premises (or contents thereof) temporarily occupied by Insured for work therein (but no indemnity is granted for damage to that part of the property on which Insured are working and which arises out of such work.)
 6. Accidents arising out of transportation of materials outside insured Premises.
 7. Accidents arising out of alteration, addition, repairs or decoration to the Premises specified in the Schedule.
 8. Any claim arising out of infringement of plans, copyright, patents, trademarks and registered design.
 9. Any claim arising from or in connection with:
 - a) The giving of advice by or on Insured's behalf.
 - b) The designs, plans, formula or specification

ADDITIONAL BENEFITS APPLICABLE

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

8. TERRORISM INCLUSION CLAUSE:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance includes 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 endorsement 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 organization (s) or government(s) or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

The warranty also includes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

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

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

Terrorism Endorsement wordings are subject to change as per Terrorism pool.

9. CERTIFICATES EXTENSION CLAUSE:

Coverage is extended to include cover for the (loss or damage to?) Certificates of Diamonds, restricted to Fire, Burglary and Hold-up only, whilst at the Insured's Premises up to the limit stated in the Schedule and subject to the policy terms and conditions as attached but excluding:

- i. Loss or damage where the Diamond to which the Certificate refers has been lost or damaged.
- ii. Loss or damage caused by or resulting from wear and tear and gradual deterioration.
- iii. The Company shall not be liable beyond the actual replacement value of the Certificate of Diamond lost or damaged.

10. FLOATER COVER

We extend the cover under this Policy for physical loss or damage to Stocks at more than one location as follows:

- i. Insured have declared all locations, and these are shown in the Schedule.
- ii. The aggregate Sum Insured is available for cover of Stocks.

- iii. Insured has a good internal audit, inventory management and accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. Insured must inform Us any change in the address of any location occurring after the Commencement Date.

5. GENERAL EXCLUSIONS (Applicable to all the Sections)

Article 2 - This insurance does not insure against:

1. Loss or damage by theft or dishonesty or deception committed by:
 - a. Any Director(s), Employee(s) including contract employee(s), Partner(s), Duly Consulted Attorney(s) and Consultant(s) and other person(s) authorized by the Insured, or
 - b. By any third party to whom goods have been entrusted to by the Insured or his Director(s), Employee(s) including Contract Employee(s), Partner(s), Duly Consulted Attorney(s) and Consultant(s) and Other Person(s) authorized by the Insured.

The above-mentioned exclusion shall not be applicable if insured has opted Section 5 (Fidelity Guarantee), under the Policy.

2. Loss or damage to the property insured which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
3. Property insured missing at stocktaking in respect of which no claim has been previously notified, unless the loss be proved by the Insured to be due to a peril covered by this insurance.
4. Mysterious loss or unexplained shortage, unless otherwise specified in the Schedule.
5. Losses or damages due to electrical and/or mechanical breakdown of electrical, mechanical and electronic equipment shall not be covered under Section-4. However, this exclusion stands deleted at additional cost.
6. Loss or damage to the property insured whilst the same is being worn or used by the Insured, any principal, director or partner of the Insured, members of their families, relatives or friends or whilst in their custody for this purpose, unless otherwise specified in the Schedule.
7. Loss of or damage to property insured whilst the Insured is exhibiting at a booth at any Public Exhibition promoted or financially assisted by any public authority or by any trade association, unless otherwise specified in the Schedule.
8. Theft or disappearance of or from road vehicles of every description owned by or under the control of the Insured, Director(s), Employee(s) including contract employee(s), Partner(s), Duly Consulted Attorney(s) and Consultant(s) and other person(s) authorized by the Insured when such vehicles are left unattended.
9. Loss or damage to goods entrusted to the Insured solely for safekeeping.
10. Any claim for loss or damage, except as to the Insured's legal liability, 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 the name of the Insured 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.

11. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
12. The value of or the cost of reconstructing computer system software or data.
13. Loss or damage directly or indirectly caused by or resulting from delay, loss of market, loss of rent, loss of use or consequential loss.

6. EXCLUSION CLAUSES

1. 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.

NMA 464

2. CYBER ATTACK EXCLUSION CLAUSE

2.1 Subject only to clauses 2.2 and 2.3 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

2.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

2.3 It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

JSC2015/005

6 November 2015

3. TERRORISM EXCLUSION ENDORSEMENT

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 endorsement, 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 endorsement 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 be upon the Insured.

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

NMA 2920

4. 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.

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 be upon the Insured.

5. SANCTION LIMITATION AND EXCLUSION CLAUSE

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

JC2010/014

11 August 2010

6. ELECTRONIC DATA ENDORSEMENT

1. Electronic Data Exclusion

Not with standing 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 direct 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 Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

7. GENERAL CONDITIONS PRECEDENT TO LIABILITY

Article 3 - It is a condition precedent to the Underwriters' liability under this insurance that:

1. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claim hereunder shall be forfeited.
2. The Insured shall:
 - a) Maintain and keep detailed records of all purchases, sales and other and related transactions including purchases and sales invoices; customers' goods and goods of others in the jewellery trade and stock away from the Premises, which shall be listed separately;
 - b) Maintain and keep all jewellers' memoranda and consignment agreements;
 - c) Take and record dated physical count inventories at not more than 12 (twelve) month intervals.
 - d) The records and documents required above shall be kept and maintained so that the Company and/or their designated representatives can accurately determine therefrom for each item, ownership, acquisition date, the 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 jewellery trade and the exact amount of any

loss or damage without reference to the personal knowledge of the Insured or others and without reference to accounting calculations based upon information or materials other than a combination of the records required above.

3. Unless specifically agreed otherwise by the Underwriters:
 - a) The Premises containing the property insured are fitted with a burglar alarm as advised to Underwriters, and that no withdrawal, alteration or variation of the system, or any structural alteration which might affect the system shall be made without the consent of the Company.
 - b) The burglar alarm system and all locks and padlocks shall have been put into full and effective operation at all times when the Insured's 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 safeguards which may be referred to in the written proposal and declarations as being in force shall not be withdrawn or varied to the detriment of the interest of the Company without consent.
 - e) All keys and duplicate keys capable of operating the alarm and all keys and duplicate keys of safes and strong rooms are removed from the Premises or are secured within a locked safe or strong room within the Premises, when the said Premises are left unattended.
 - f) Immediate advice is to be given to the Company of any notice of withdrawal of police or any other security force or protections.
 - a), b), c) to apply where alarm(s) are installed.
4. The Company shall not be bound by any assignment of this insurance without prior consent.
5. In the event of any loss of or damage to the property insured or any occurrence which may give rise to a claim under this insurance, the 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 the Company or Company Agent who acts as Company's designated representative.
 - c) Protect the property from further loss or damage.
 - d) Furnish to the Company and/or Company's designated representatives within 10 days, or as may be otherwise agreed by the Company, 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 Insured's inventories, records or listing as set out in condition precedent to the above, the actual cash value at the time of the loss or damage and the amount of loss or damage claimed.
 - e) Within reasonable time after the loss or damage, file with the Company a proof of loss signed and sworn to by the Insured stating the Insured's knowledge and belief as to the following:
 - a) The date, time, place and cause of the loss or damage;
 - b) Insured's interest and that of all others in the property, the subject of the loss or damage;
 - c) Complete list and description of each item lost or damaged and for each item,

- i. The cost price for the item,
- ii. The actual cash value at the time of the loss or damage
- iii. The amount of loss or damage claimed;
- d) Copy of acknowledged intimation to Police about the loss specifying cause of loss
- e) 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
- f) The total amount claimed net of deductible.

Provide the Company or their authorised/designated representatives with any other information, documents, papers and statements under oath which may be required and cooperate fully in all aspects of the investigation and adjustment of the claim.

6. In case of loss of or damage to the property of others entrusted or delivered to the Insured and for which claim is made hereunder:
 - a) The Company shall have the right, at their sole option to adjust such loss or damage with:
 - i) The owners of the property, or
 - ii) The Insured, who will assume all responsibility to the owner of the property and release, in writing, the Company of all responsibility to the owner.
 - b) The Insured agrees that:
 - i) The signature of the owner of the property on a release or receipt as required by the Company in satisfaction of settlement by the Company shall fully satisfy any claim of the Insured for the loss of or damage to property of others;
 - ii) Should the Insured receive payment from the Company for loss of or damage to property of others, the Insured will release the Underwriters of any responsibility to the owner of the property and hold the Underwriters harmless from any claims brought by the owner.

The owners of such property are not insured under this insurance nor are they the intended beneficiaries of this insurance. This insurance is only for the Insured's benefit and this Condition 6 only refers to the Insured's risk for loss of or damage to property of others.

7. The Company will respond to any proof of loss submitted to the Company by the Insured within a reasonable period of time from the date of receipt at their offices but in no event later than as required by law. The amount of any loss or damage for which the Company is liable shall be payable not later than thirty (30) days after the Company has provided the Insured with acknowledgement in writing that the proof of loss is satisfactory and that the claim has been accepted by them. In no event shall any claim be payable hereunder unless or until the Insured has complied with all the terms, conditions and warranties of this insurance.
8. In the event that any legal proceedings are taken to enforce a claim against the Insured in respect of any loss of or damage to the property of others which is insured under this insurance, the Company reserve the right at their sole option, without expense to the Insured, to conduct and control the defence on behalf of and in the name of the Insured. No such action of the Company shall increase the liability of the Company under this insurance nor increase the limits of liability specified in the Schedule.

9. In no event shall any claim be paid or made good if the Insured has collected the same from others.
10. In case of any damage of any kind whatsoever, it shall be lawful and necessary for the Insured, the Insured's factors, servants or assigns to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder. No act or acts of the Insured, the Company or its 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 the Insured and the Company in proportion to their respective interests.
11. No individual shall be a beneficiary under this insurance, except in so far as the individual is an owner, director, officer or partner of the Insured named in the Schedule 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 the Company of any of the property insured.
14. In case of loss or damage it is understood and agreed that should the Insured acquire any right of action against any party for loss of or damage to the property insured, the Insured will assign and transfer such right of action to the Company and execute and deliver the customary form of Subrogation Agreement or Discharge Voucher (loan receipt) and will assign to and subrogate the Company or will hold in trust for the Company, 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 the Insured's name at the Company's expense. The Insured agrees to co-operate fully in the prosecution of any such suit and will appear in court or otherwise at the Company's demand and at the Company's request appoint the Company as the 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 the benefit of the Company until the sum paid by the Company has been fully recovered. Any sums recovered by the Company over and above the amounts paid hereunder shall be paid to the Insured as soon as practicable less the Insured's pro rata share of the cost of recovery until the Insured has been made whole.
16. The Company may cancel this Policy sending fourteen days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on fourteen days' notice and provided no claim has arisen during the current period of insurance, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the policy has been in force.

Short Period Scale is as follows:

For a period not exceeding	Premium to be charged
15 days	10% of the Annual rate
1 month	20% of the Annual rate
2 months	30% of the Annual rate
3 months	40% of the Annual rate
4 months	50% of the Annual rate

5 months	60% of the Annual rate
6 months	70% of the Annual rate
7 months	75% of the Annual rate
8 months	80% of the Annual rate
9 months	85% of the Annual rate
More than 9 months	The Full Annual Rate.

There shall be no refund in event of a claim having been preferred on the Company.

Notice shall be deemed duly received in the course of post if sent by registered letter to the address listed in the schedule.

Article 4 - Basis of Valuation and Deductible

In the event of a claim under this insurance, the Basis of Valuation shall be as declared in the Schedule.

From the finally adjusted claim, the amount as declared in the Schedule (the Deductible) shall be deducted.

Article 5 - Jurisdiction Clause

This insurance shall be governed by the Indian law and the Mumbai Court shall have jurisdiction in any dispute arising hereunder.

Article 6 - Arbitration Clause

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the

Arbitration and Conciliation Act, 1996.

Article 6 - Outside Business Hours

Outside business hours, all goods will be locked away in a safe deposit vault and/or safe in the Premises of the Insured, unless otherwise specified in the Schedule.

8. SPECIAL CONDITIONS

Article-8

PERSONAL CONVEYANCE CLAUSE

This insurance covers the property insured in transit only 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. 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 arm's length reach of the designated individual at all times whilst in transit. 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.

When the property insured is being carried in a vehicle driven by the designated individual, the definition of "close personal custody and control" is extended to include the locked boot or trunk of said vehicle but subject always to Exclusion 8 of General exclusions under Article 2.

When the property insured is being carried within the customs controlled area at the Airport, "close personal control and custody" clause shall not apply during security inspection and temporary custody of customs. Whilst on board an airplane, the definition of "close personal custody and control" is extended to include the overhead lockers within the passenger cabin.

HOTEL / MOTEL CLAUSE

In respect of stay risks, this policy covers loss or damage to Valuables whilst kept in hotel / motels when either kept main hotel / motel safe facility and/or whilst within the hotel / motel room WARRANTED to the room being occupied by the Insured and/or employees/ representatives. Losses from unattended Hotel/Motel rooms are excluded absolutely.

PRIVATE DWELLING HOUSE CLAUSE

It is agreed and understood between parties that whenever the Insured and/or his employees/representatives take the property insured to a private dwelling house, said property insured is to be locked away in safe or the private residence is attended by a responsible adult person.

LOSS PAYEE CLAUSE

It is understood and agreed that any claim for loss or damage occurring hereunder will be payable to the Loss Payee(s) specified in the Schedule and/or the Insured as their interest may appear but only in the event that any such claim may be recoverable under the terms, clauses, endorsements and conditions of this insurance.

PAIR AND SET CLAUSE

In the event of loss or damage to any article forming part of 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 a pair or set but in any event Company's liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.

ADDITIONAL CLAUSES APPLICABLE TO SECTION 3 – SENDINGS:

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

Institute Clauses:

INSTITUTE WAR CLAUSES (CARGO) (Amended)

RISKS COVERED

Risks

- This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
 - Capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.
 - Derelict mines, torpedoes, bombs or other derelict weapons of war.

General Average

- This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/ or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

- In no case shall this insurance cover
 - loss, damage or expense attributable to the wilful misconduct of the Insured.
 - Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject-matter insured.
 - loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried

out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).

- 3.4 Loss, damage or expense caused by inherent vice or nature of the subject-matter insured.
- 3.5 Loss, damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above).
- 3.6 Loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

- 3.7 Any claim based upon loss of or frustration of the voyage or adventure.
- 3.8 Loss, damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 4. 4.1 In no case shall this insurance cover loss, damage or expense arising from
 - 4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the Insured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
 - 4.1.2 Unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5. 5.1 This insurance

- 5.1.1 Attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas vessel and
- 5.1.2 Terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance

- 5.1.3 Reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 Terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days, the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

- 5.2.1 Where the on-carriage is by overseas vessel, this insurance continues subject to the terms of these Clauses, or
- 5.2.2 Where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

- 5.3.1 In the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage
- 5.3.2 In the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Insurers.

5.5 Subject to prompt notice to Insurers and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel.)

CHANGE OF VOYAGE

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of the loss.
 - 8.2 Subject to Clause 8.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and the Insurers were not. Increased Value
 9. 9.1 If any Increased Value insurance is effected by the Insured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.
- In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2 Where this insurance is on Increased Value the following clause shall apply:
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Insured, and liability under this insurance shall

be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim, the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance
 - 10.1 Covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee.
 - 10.2 Shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Insured

11. It is the duty of the Insured and their employees and agents in respect of loss recoverable hereunder
 - 11.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 11.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

NOTE: - Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CL 385 (Amended)

01/01/2009

INSTITUTE WAR CLAUSES (AIR CARGO) (Amended)

(excluding sending's by Post)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
 - 1.2 Capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.
 - 1.3 Derelict mines, torpedoes, bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover

- 3.1 Loss, damage or expense attributable to wilful misconduct of the Insured.
- 3.2 Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject-matter insured.
- 3.3 Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).
- 3.4 Loss, damage or expense caused by inherent vice or nature of the subject-matter insured.
- 3.5 Loss, damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

- 3.6 Loss, damage or expense caused by delay, even though the delay be caused by a risk insured against.
- 3.7 Loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Insured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

- 3.8 Any claim based upon loss of or frustration of the transit or adventure.
- 3.9 Loss, damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance

- 4.1.1 Attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 4.1.2 Terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the

Insurers and to an additional premium, such insurance

- 4.1.3 Reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and

- 4.1.4 Terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days, the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

- 4.2.1 Where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,

or

- 4.2.2 Where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.

- 4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

- 4.3.1 In the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

- 4.3.2 In the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.

- 4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit

5. 5.1 Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of the loss.
 - 7.2 Subject to Clause 7.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and the Insurers were not. Increased Value
 8. 8.1 If any Increased Value insurance is effected by the Insured on the subject-matter insured under this insurance, the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.
- In the event of claim, the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 8.2 Where this insurance is on Increased Value, the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Insured, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim, the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance
 - 9.1 Covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Insured

10. It is the duty of the Insured and their employees and agents in respect of loss recoverable hereunder
 - 10.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 10.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised, and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CL388 (Amended)

01/01/2009

INSTITUTE WAR CLAUSES (Sendings by Post) (Amended)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
 - 1.2 Capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.
 - 1.3 Derelict mines, torpedoes, bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 Loss, damage or expense attributable to wilful misconduct of the Insured.
 - 3.2 Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject-matter insured.
 - 3.3 Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors).

- 3.4 Loss, damage or expense caused by inherent vice or nature of the subject-matter insured.
- 3.5 Loss, damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above).
- 3.6 Any claim based upon loss of or frustration of the voyage or adventure.
- 3.7 Loss, damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

- 4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subjectmatter insured is in packers' premises, until the subjectmatter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
- 5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

- 6. 6.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to Clause 6.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and the Insurers were not.

BENEFIT OF INSURANCE

- 7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Insured

- 8. It is the duty of the Insured and their employees and agents in respect of loss recoverable hereunder
 - 8.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 8.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised, and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

- 9. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

- 10. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

CL 390 (Amended)

01/03/2009

INSTITUTE STRIKES CLAUSES (CARGO) RISKS COVERED

Risks

- 1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3 Any person acting from a political, ideological or religious motive.

General Average

- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

- 3. In no case shall this insurance cover
 - 3.1 Loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2 Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject-matter insured
 - 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 Loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.8 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing

atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from
- 4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Insured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 Unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 5.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 5.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 5.1.3 When the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 5.1.4 On the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 6.1 Until the subject-matter insured is sold and delivered at such port or place or unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
 - 6.2 If the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the Insured must have an insurable interest in the subject matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Insured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Insured, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

- 10.1 Covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 Shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Insured

11. It is the duty of the Insured and their employees and agents in respect of loss recoverable hereunder
 - 11.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 11.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CI386

01/01/2009

INSTITUTE STRIKES CLAUSES (AIR CARGO) RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

- 1.3 Any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 Loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the Insured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.8 Loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.9 Any claim based upon loss of or frustration of the transit or adventure
 - 3.10 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 4.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3 When the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 4.1.4 On the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage. Termination of Contract of Carriage
5. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
 - 5.1 Until the subject-matter insured is sold and delivered at such place or unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, or
 - 5.2 If the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above. Change of Transit

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Insured must have an insurable interest in the subject matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Insured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 8.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Insured and liability under this insurance shall be in such proportion as the Sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance
 - 9.1 Covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Insured

10. It is the duty of the Insured and their employees and agents in respect of loss recoverable hereunder
 - 10.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and

- 10.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

13. This insurance is subject to a and practice.

NOTE: - Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CI389

Claim Settlement Process

1. Upon the happening of any event giving rise to a claim, the Insured shall within 24 hours contact the Company and intimate the claim.
2. 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
3. In event of a claim arising under this Policy, the Insured shall arrange for submission of the following documents to the Company within 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 Report for Theft and Burglary Claims
 - e) Bills and invoices, valuation reports etc required to support and substantiate the claim amount
 - f) Insured's final Claim Bill across various Section(s) applying to the loss
 - g) NEFT details & cancelled cheque
 - h) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

4. 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 Company his intention to either reconstruct the building or opt not to do so.
5. The surveyor shall communicate his/ her report to the Company within 30 days of his/ her appointment.
6. 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.
7. 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.
8. 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 in 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.
9. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, Company 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 prevalent at the beginning of the financial year in which the claim is reviewed by it.
10. 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

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.

9. GRIEVANCE REDRESSAL MECHANISM

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Stage 1: Bima Bharosa

You can register your grievances with the regulator using the following link: <https://bimabharosa.irdai.gov.in/Home/Home>

Stage 2: Head – Customer Care

Alternatively, if you wish to register your grievances directly with us, you may write to the Head – Customer Care. We aim to respond to all Grievances within 7 days. In our initial acknowledgement of receipt letter, we will provide the name and title of the person that is handling your Grievance. This individual will have the authority necessary to investigate and resolve the Grievance.

Email: head.customercare@sbigeneral.in

Toll-Free Number: 1800 102 1111 (Available 24/7)

Stage 3: Grievance Redressal Officer (GRO)

In case, you are still not satisfied with the decision/resolution communicated by the above officer or have not received any response within 5 Business days, you may escalate the matter to the Grievance Redressal Officer (GRO) which will undergo a detailed case investigation, and we aim to resolve the issue within 7 days from the date of receipt of your Grievance at GRO Desk

Email: gro@sbigeneral.in

Designation: Grievance Redressal Officer

Phone: 022-45138021

Note: - The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Stage 4: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

<https://www.cioins.co.in/Ombudsman>