



STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD (19002-P)

JEWELLER'S BLOCK POLICY

Whereas the Insured named in the Schedule hereto has made to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") a written proposal and declaration (bearing the date stated in the said Schedule) which proposal and declaration, together with particulars and statements contained therein, shall be the basis of the contract and is to be considered as incorporated herein, and has paid the Premium stated in the said Schedule to the Company which has hereunto contracted to insure him or them against loss of or damage to the property insured during the period and whilst within the limits specified in the said Schedule.

Now the policy witnesseth that, if at any time during the said period, the property insured or any part thereof shall be lost or damaged by any peril insured against as set forth in and of the policy, the Company, to the extent and in the manner hereinafter provided, will by payment or at its option by reinstatement or repair INDEMNIFY the Insured in respect of such loss or damage not exceeding the respective sum or sums insured as specified in the said Schedule.

COVER

Against loss or damage arising from any cause whatsoever subject to the terms, conditions and exclusions.

EXCLUSIONS

This Policy does not cover:

1. Any acts of infidelity or acts of dishonesty on the part of the Insured, any of the the employee's of the Insured, any of the Insured's servants, agents or representatives or any traveller or messenger in the exclusive employment of the Insured or any customer, broker or repairer or craftsman of the Insured or any customer of the Insured's broker.
2. Any fraudulent scheme trick device or false pretence practised upon the Insured or upon any person(s) having care of the insured property at such time.
3. Loss or damage due to burglary, housebreaking, theft or larceny or any attempt thereat unless accompanied by actual forcible and violent breaking into or out of a building, but this shall not apply to loss or damage caused by snatching.
4. Loss or damage to the property due to accidental breakage and/or damage.
5. Damage to the property insured which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
6. Loss or damage (including loss or damage by fire or theft) directly or indirectly resulting from typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature (this exclusion applies only to risks on land).
7. Disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
8. Loss of or damage to the property insured whilst the same is being worn (except watches worn solely for the purpose of testing) or used by the Insured or by any Principal or Director or Partner of the Insured or members of their families, relatives, staff or friends or whilst in their custody for this purpose.
9. Loss of or damage to the property insured whilst at any public exhibition promoted or financially assisted by any Public Authority or by any Trade Association.
10. Theft or disappearance of or from road vehicles of every description owned by or under the control of the Insured and/or the Insured's servants or agents or representatives when such vehicles are left unattended.
11. Loss of or damage to goods entrusted to the Insured by private clients and/or customers solely for safe custody.
12. Loss of or damage to property occurring through the operation of a peril against which, at the date of the happening of such loss or damage, the Insured has effected separate insurance irrespective of whether or not such other insurance is liable to or does meet such loss.
13. Loss or damage arising or occurring outside the Territorial Limits stated herein and for sendings by post after delivery to the postal authority.
14. Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
15. Loss of or damage to Computer Systems' Records.
16. 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, martial law, riots, civil commotions 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.
17. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

TERRITORIAL LIMITS

As specified in the Schedule

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO

1A. ARMED SECURITY GUARD WARRANTY

Warranted that the Insured maintain a contract with a security firm to provide armed security guard(s) at the insured premises during business hours including lunch unless when the guard is under the employment of the Insured.

1B. BURGLAR ALARM WARRANTY

Warranted that the premises insured are protected by a burglar alarm system connected to an approved monitoring central station.

1C. BURGLAR ALARM MAINTENANCE WARRANTY

Warranted that when the premises insured are closed for business or are left unattended:

- (i) the burglar alarm shall be put into full and proper operation and
- (ii) such burglar alarm shall be maintained in good working order throughout the currency of this insurance under a maintenance contract with the company that installed it and it shall not be withdrawn altered or varied without the prior written consent of the Company.

1D. SHOWCASE LAMINATED GLASS WARRANTY

Warranted that showcases used are fitted with shatter-resistant laminated glass.

1E. GRILLE / BULLET RESISTANT SHIELD FROM SHOWCASES TO CEILING WARRANTY

Warranted that strong metal grilles / bullet resistant shield are installed from showcases to the ceiling in the premises insured.

1F. GRILLE REAR OF SHOWCASES WARRANTY

Warranted that strong metal grilles are fixed at the rear of the showcases.

1G. GRILLE WITHIN SHOWCASES WARRANTY

Warranted that strong metal grilles are fixed within the showcases.

1H. DISPLAY WINDOW LAMINATED GLASS WARRANTY

Warranted that display windows facing thoroughfare are fitted with shatter-resistant laminated glass.

1I. LOCK AND KEY SHOWCASES WARRANTY

Warranted that whilst the premises insured are open for business, all showcases cupboards and counters containing stock insured and the rear of all display windows are locked and keys removed therefrom, other than during the process of stock being added or removed by an authorised person.

1J. REMOVAL TO/FROM SAFE/STRONGROOM WARRANTY

During opening and closing hours of the Insured's business all doors of the premises must be kept locked and no person other than the principals and employees of the Insured are allowed in the premises whilst stock is being removed to and from safe/strongroom.

1K. SAFE CUSTODY WARRANTY

Warranted that if the property insured is being conveyed by the Insured or a member of the Insured's staff on a trip and the person concerned is unable to return the property insured to the Insured's premises outside of business hours, the property insured must be kept in the safe/strongroom of a jeweller known to the insured. Further the property insured whilst kept in the said safe/strongroom are insured only in respect of loss or damage due to burglary, housebreaking, theft or larceny or any attempt thereat unless accompanied by actual forcible and violent breaking into to the said safe/strongroom.

2. PREMISES EXTENSION CLAUSE

This Policy extends to cover loss or damage to the property insured due to burglary, housebreaking, theft or larceny or any attempt thereat unless accompanied by actual forcible and violent breaking into or out of a building, occurring at the Insured's premises, subject to that the total value of all jewellery, gold and platinum goods, bullion, unset precious stones and pearls and watches, bank notes and coins left out of locked safe(s) and/or strong room(s) at night and at all other times when the premises are not open for business shall not exceed :-

- (i) the sum as specified in the Schedule in all and
- (ii) the sum as specified in the Schedule in respect of the value of any one such item.

This condition shall not apply during any period of temporary daytime closing if at the time of loss or damage there was present in the sales portion of the premises the insured or any employee of the Insured in charge thereof or in the course of stocktaking.

Subject otherwise to the Terms, Exclusions and Conditions of the Policy.

3. WINDOW SMASH EXTENSION CLAUSE (FACING THOROUGHFARE)

This Policy extends to cover loss of or damage to the property insured contained in the display windows at the Insured's premises by theft or attempted theft accomplished by or resulting from the smashing or cutting of such window shall not exceed :-

- (i) the sum as specified in the Schedule for any one loss when the premises are open for business or when the Insured or any of their employees (other than security personnel) are present at or in attendance at the premises.
- (ii) the sum as specified in the Schedule for any one loss at all other times.

Subject otherwise to the Terms, Exclusions and Conditions of the Policy.

4. ARMED ROBBERY AND /OR HOLD-UP EXTENSION CLAUSE

This Policy extends to cover loss of or damage to the property insured by Armed Robbery and/or Hold Up when the premises are open for business or when the Insured or any of his employee's (other than security personnel) are present at, or in attendance at the premises, shall not exceed the sum as specified in the Schedule.

Subject otherwise to the Terms, Exclusions and Conditions of the Policy.

5. OUTSIDE (TRANSIT RISK) EXTENSION CLAUSE

This Policy extends to cover loss of or damage to the property insured occurring elsewhere than at the Insured's premises specified in the schedule or within any Bank and/or safe deposit vault but within the Territorial Limits shall not exceed the sum as specified in the Schedule.

Subject otherwise to the Terms, Exclusions and Conditions of the Policy.

6. PRIVATE DWELLING SAFE EXTENSION CLAUSE

This Policy extends to cover loss or damage to the property insured being worked upon under the personal surveillance of a responsible person or is contained in a locked safe approved by the Company whilst in any private dwelling house of the Insured, their principals, employees, representatives, travellers or agents

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

7. RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

- (i) The Policy extends to cover Riot and Strike Damage which for the purpose of this shall mean:

Loss of or damage to property insured directly caused by:

- (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

- (ii) The Policy extends to cover Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace)

BUT shall not (unless such act is committed in the course of a disturbance of the public peace) include any loss or damage by fire howsoever caused or any loss or damage arising out of or in the cause of burglary, housebreaking, theft, larceny or caused by any person taking part therein.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

8. ALARM MALFUNCTION CLAUSE

This Policy does not cover loss or damage to insured property due to Burglary, Housebreaking, Theft and Larceny outside business hours, if in the event of a loss the Burglar Alarm System fails to operate fully due to malfunction or incorrect setting.

9. SENDING EXCLUSION CLAUSE

This Policy does not cover loss or damage to insured property transported by or intended for transport by post, rail or public carrier from the time that such goods leave the Sender's premises en route to the post, rail or forwarding office until delivered at the premises of the Consignee.

10. CO-INSURANCE CLAUSE

The Company's liability hereon is limited to the specified percentage in the Schedule, of the amount so assessed, it being a condition of this Policy that the balance of the specified percentage in the Schedule shall remain at the Insured's risk and uninsured. Any salvage or recovery obtained whether by subrogation or otherwise after settlement of a claim by the Company shall be apportioned, after deduction of expenses, in the same percentage proportion as mentioned herein.

GENERAL CONDITIONS

1. It is understood and agreed that the Insured shall keep detailed records of all sales, purchases and other transactions, and that such records shall be available for inspection by the Company or its representatives in case of a claim being made under this Policy.
2. It is a condition precedent to the liability of the Company that all protections and/or safeguards as may be referred to in the written proposal and declaration as being in force shall not be withdrawn or varied to the detriment of the interests of the Company without its consent and immediate advice shall be given to the Company of any notice of withdrawal of police or other security force protection.
3. It is a condition precedent to the liability of the Company under this Policy that all keys and duplicate keys capable of operating the alarms (if any) and all keys and duplicate keys of Safes and Strong Rooms are removed from the premises when the said premises are not open for business.
4. The Policy is subject to the condition of Average, that is to say, if the property covered by this insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Policy bears to the total value of the said property.
5. It is a condition precedent to the liability of the Company under this Policy in respect of any postal sendings containing jewellery, precious stones, precious metals and/or watches and/or Bank Notes and/or Coins exceeding RM300.00 any one package that such packages are sent by registered letter post or equivalent airmail service.
6. This Policy may be cancelled at any time at the request of the Insured in writing to the Company (or its Agents), and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium.
This Policy may also be cancelled by or on behalf of the Company by fourteen days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.
7. The Insured shall in case of loss or damage and as a condition precedent to any right of indemnification in respect thereof give to the Company such information and evidence as to the property lost or damaged and the circumstances of the loss or damage as the Company may reasonably require and as may be in the Insured's power.
8. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY

1. COUNTRIES EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or damage to the Insured property sustained in Albania, Bulgaria, Czechoslovakia, Hungary, Poland, Rumania, The Union of Soviet Socialist Republics or the Russian Zone of Germany.

2. ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE) CLAUSE

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

3. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 subject only to clause 1.2 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.
- 1.2 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.

4. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

5. PREMIUM WARRANTY

If is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the Terms, Exclusions and Conditions of the Policy.

6. 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.

7. WAR EXCLUSION

It is understood and agreed that this Policy shall be amended as follows :-

Any loss or damage or legal liability which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power martial law, riot or the act of any lawfully constituted Authority IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this Exclusion shall be upon the Insured.

All other terms and conditions of the Policy shall remain unaltered.

IMPORTANT - We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy. The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.