

Marine Cargo –Open Insurance Policy

SCHEDULE

WHEREAS the Insured named in the Schedule hereto has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity in accordance with the manner prescribed under Section 64VB of the Insurance Act, 1938.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions and conditions contained herein or endorsed hereon we, **IFFCO TOKIO General Insurance Company Limited** (“the Company”), hereby agree, in consideration of payment to us by or on behalf of the Insured of the premium as agreed, to insure against loss, damage or expense to the extent and in the manner as shown in the Schedule and attached thereto

Name& Address of the Insured	
Policy Number	
Period of Insurance	
Financial Interest	
Interest / Subject matter Insured	
Conveyance Mode	
Transit Details	
Packaging	
Limits of Liability	
Deductible	
Basis of Valuation	
Estimated Annual Turnover	
Initial Sum Insured	
Premium rate	
Premium	
Stamp Duty	
IGST@18%	
Total Amount	

Intermediary Name:

UIN Marine- Cargo Insurance Policy: IRDAN106P0007V01200102

Insuring Clauses:

1. Institute Cargo Clause (A)
2. Institute Cargo Clause (B)
3. Institute Cargo Clause (C)
4. Institute War Clauses (Cargo)
5. Institute Strikes Clauses (Cargo)
6. Institute Classification Clause
7. Cargo ISM Endorsement
8. Cargo ISM Forwarding Charge Clause.
9. Cancellation Clause
10. Country Specification Clause
11. Duty Clause
12. Important Notice Clause
13. Institute Cyber Attack Exclusion Clause
14. Institute Cargo Clauses (Air) (excluding sending's by Post)
15. Institute War Clauses (Air Cargo) (excluding sending's by post)
16. Institute Strike Clauses (Air Cargo) (excluding sending's by post)
17. Inland Transit (Rail / Road / Air) Clause A
18. Inland Transit (Rail / Road) Clause B
19. Strike, Riot and Civil Commotion Clause
20. Limitation of Liability Clause
21. Courier Clause
22. Registered Post and Parcel Clause
23. Sanctions and Limitation Clause (LMA 3100)
24. Strikes Cancellation Clause (Air Cargo)
25. Strikes Cancellation Clause (Cargo)
26. War Cancellation Clause
27. S.R.C.C Cancellation Clause
28. Institute Radioactive Contamination Exclusion Clause 01/10/90 and U.S.A. Endorsement USEN91
29. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
30. Joint Cargo Committee Termination of Transit Clause (Terrorism)
31. Institute Standard Conditions for Cargo Contracts
32. Termination of Transit Clause (Terrorism)

Library of Clauses:

ACCUMULATION CLAUSE

Should there be an accumulation of interest beyond the limits expressed in this Policy by reason of any interruption in transit and/or occurrence beyond the control of the Insured or by reason of any casualty and /or transshipping point and/or on a connecting steamer or conveyance, Underwriters shall hold covered

such excess interest and shall be liable for the full amount at risk but in no event to exceed the Policy PLL limit, provided notice be given to Underwriters as soon as known to-the Insured.

AIRCRAFT CLAUSE

It is hereby understood and agreed that wherever the words "ship", "vessel", "seaworthiness", "ship-owner" or "vessel owner" appear in this Policy they are deemed to include the words "aircraft", "airworthiness", and "aircraft owner".

AIRFREIGHT REPLACEMENT CLAUSE

In the event of loss of or damage to the goods, Underwriters are to pay the cost of air-freighting the damaged parts to manufacturers for repair and return, or the air-freighting of replacement parts from manufacturers and/or suppliers to destination, notwithstanding that the goods lost or damaged were not originally dispatched by air freight. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete item.

BOTH TO BLAME COLLISION CLAUSE

Where goods are shipped under a Bill of Lading containing the so-called "Both to Blame Collision" Clause, Underwriters agree, as to all losses covered by this insurance, to indemnify the Insured for any amount (not exceeding the amount insured) which the Insured may be legally bound to pay to the ship-owners under such clause. In the event that such liability is asserted, the Insured agree to notify Underwriters who shall have the right, at their own cost and expense, to defend the Insured against such claim.

BRAND & TRADE MARKS CLAUSE

The aim of this clause is to prevent inferior quality or damaged goods being sold in the market to the detriment of the insured's reputation, and to avoid potential product liability claims arising out of the sale of such goods.

In the case of damage to property bearing a brand or trade mark the sale of which carries or implies the guarantee of the manufacturer and/or supplier and/or the Assured or their goodwill collectively or independently, the salvage value of such property shall be determined only after the removal of brand or trademarks.

The Insured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Insured as the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the Insured, or exclusive and/or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.

On shipments covered under this Policy, Insurers are to pay a total loss on any and all goods and/or packaging damaged by risks insured against, which the Insured elects to either destroy or return to their factory, or recondition, Insurers being entitled to such salvage as may be obtained.

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the Insured to be unfit for marketing



shall be sold or otherwise disposed off except by the Insured or with the Insured's consent, but the Insured shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

BUYER'S CONTINGENCY CLAUSE

This Policy extends to cover the goods described therein subject to cover conditions and against the risk specified, but this extension covers buyer's interest only in respect of any shipment of goods and merchandise purchased on a CIF (or similar) basis where the seller has undertaken to effect or who is responsible for effecting Marine and/or War Risks cover on the said shipment and claims in respect of loss of or damage to the goods and/or merchandise shall be payable hereunder only if and to the extent that the seller fails to fulfill his obligations to provide insurance or if the insurance provided fails to pay a claim recoverable under the terms of the Policy.

Any assignment of this Policy or of any interest or claims hereunder shall discharge Underwriters from all liability whatsoever.

When any claim is payable under this Policy Underwriters shall be subrogated to all rights of recovery hereunder including the right of recovery against the seller as well as against any other party.

Warranted by the Assured that the existence of this Contingent Insurance will not be revealed to the seller or to any other party interested in this consignment.

CLIMATIC CONDITION CLAUSE

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

CO-MINGLING CLAUSE

It is agreed that when property in bulk is stowed so as to be co-mingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involved in the shipments in accordance with the respective interest(s) of the said party or parties involved in the ratio that the quantity of property belonging to each party bears to the total quantity of produce stowed at the time and place of loss.

CONCEALED DAMAGE/DEFERRED UNPACKING/LATE DISCOVERY CLAUSE

Any loss and/or damage discovered on opening containers cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Insured's interest) and shall be paid for accordingly unless conclusive proof to the contrary is established, it being understood that any containers cases and/or packages showing visible signs of damage are to be opened immediately on the cessation of the risk hereunder.

This agreement shall only apply where such loss and/or damage is discovered within 30 days or days as agreed or mentioned in the Policy Schedule, of cessation of risk.



**CONTROL OF DAMAGED GOODS AND/OR MERCHANDISE AND/OR PROPERTY
(To be used in conjunction with Brand & Trademark clause)**

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage, or if the assured reasonably suspects damage may exist, to goods and/or merchandise and/or property insured under this policy, the assured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interests. Such goods would then be either destroyed by the assured in the presence of the Insurer or their representative or the assured shall dispose of the goods and/or merchandise and/or property to its best advantage with the insurer being entitled to its share of the net proceeds resulting from such disposition.

COUNTRY DAMAGE CLAUSE

This clause covers damage or deterioration of baled or bagged goods prior to loading on vessel, used by the absorption of excessive moisture from damp ground or exposure to weather, or grit, dust or sand entering the subject-matter due to windstorm or inclement weather

This insurance is to include Country Damage whensoever's occurring even if such Country Damage is occasioned prior to attachment of this insurance or prior to the attachment of the Insured's interest. Nevertheless, this insurance is only to pay claims for Country Damage where such Country Damage causes a direct loss to the Insured, and it is warranted that the Insured shall in the event of Country Damage being discovered take all such measures to protect their rights as regards Country Damage as they would have taken had they been uninsured, but no legal proceedings shall be taken except with the written consent of Underwriters.

Underwriters agree to pay costs and expenses of any legal proceedings incurred with their consent.

DEBRIS REMOVAL CLAUSE

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the assured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk but excluding absolutely:

- (1) Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination or any threat or liability therefor.
- (2) the cost of removal of cargo from any vessel or craft.

AOA: AOY INR 20000/- : INR 200000/- or as agreed and mentioned in the policy schedule.

OR

The wording is too generic and provides wide cover, which might include pollution, the financial implications of which can be in excess of the value of the Subject-Matter Insured.



It has to be specified that pollution and similar liabilities are excluded. Besides, the indemnity has to be declared as a percentage, say a maximum of 25%, of the Insured Value and subject to an additional premium.

It is agreed that under this policy, subject to the operation of an insured peril, Underwriters will pay costs and expenses incurred by the Insured and for which they are legally liable in connection with

- a) The removal of debris,
- b) Dismantling and/or demolishing,
- c) The transfer of items covered hereunder from one conveyance to another in the event of an accident to the original conveyance which results in loss of or damage to such.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but shall be limited to a further 10% of the insured value of the goods lost or damaged.

DELIBERATE DAMAGE – POLLUTION HAZARD CLAUSE

This contract is extended to cover loss of or damage to the property insured hereunder directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided the accident or occurrence, which required governmental action, constitute a peril insured herein.

This coverage shall not increase the limits of liability provided for in this contract.

ERRORS & OMISSIONS CLAUSE

Any errors and/or omissions in the making out of declarations shall not invalidate this contract provided that steps are taken to rectify same as soon as possible after they are brought to the attention of the Cover holder and/or his agents

F.A.S. ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary, the risks covered hereunder shall not attach until the title of the interest hereby insured is duly vested in the assured alongside the overseas vessel at the port of shipment under their F.A.S. contract with the shipper.

FOB AIRPORT ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary (excepting coverage against War Risks), it is understood and agreed that this insurance shall not attach until such time as the goods have been delivered, at the place named in the policy, into the charge of the air carrier or his agent or any other person named by the buyer, or, if no air carrier, agent or other person has been so named, of an air carrier or his agent chosen by the seller.



F.O.B. ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary, the risks covered hereunder shall not attach to the interest hereby insured prior to being on board the overseas vessel at the port of shipment.

In case, however, the assured have to bear the risks of the interest hereby insured, under their F.O.B. or C. & F. contract with the shipper, from the time when it has effectively passed the rail of the overseas vessel at the port of shipment, the risks covered hereunder shall attach from that time.

FOB SHIPMENTS CLAUSE

This insurance is extended to cover the interest insured until the goods are placed on board the oceangoing vessel (including sling loss) or until expiry of two weeks after arrival of goods at the place of storage at the port and / or docks awaiting shipment, whichever shall first occur

FORWARDING EXPENSES CLAUSE

If owing to circumstances beyond the control of the Assured, an insured voyage is interrupted for any reason whatsoever, including where due to insolvency and/or financial default of the owners, managers, charterers or operators of the vessel, and the cargo insured hereunder is not delivered to the destination contemplated, this insurance is to continue, subject to the original insuring terms, whilst the insured cargo is held in storage (onboard vessel or otherwise), whilst awaiting release and/or whilst in the course of onward transit to the original or substituted destination. Insurers also to pay any additional charges and legal fees, which are incidental to the release, storage and/or onward shipment of the insured cargo, which are incurred by the Assured.

Expenses recoverable under the above clause shall be in addition to any sue and labour or other expenses which may be recoverable elsewhere under this policy.

The above expenses are subject to a sub-limit of INR any one loss or occurrence which is not to increase Insurers liability beyond the limits of liability elsewhere in this contract but, in respect of the above expenses, the Assured is to bear a 10% co-insurance each and every loss which is to remain uninsured.

FREE CARRIER ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary (excepting coverage against War Risks), it is understood and agreed that this insurance shall not attach to the interest hereby insured prior to being delivered into the charge of or the custody of the carrier at the point or place named in the policy for the commencement of the transit.

GARBLING CLAUSE

(Used In the case of tobacco in bales)

In the event of damage by a peril insured against the damaged portion in each bale to be carefully separated from the sound and only that which is damaged sold.

Underwriters agree to pay the actual loss on cuttings and the actual cost of making damaged bales merchantable, including expenses incidental thereto.

Warranted no liability for loss or damage to attach hereunder unless notice of survey has been given to the Company or its Agents within 72 hours after discharge from steamer at port of discharge.

INNOCENT ASSURED CLAUSE

It is hereby agreed that the Assured's right to recover losses under this contract of insurance will not be prejudiced by any fraudulent or dishonest acts of the ship owners, ship managers, ship operators, contractual carriers or actual carriers, subject to the Assured notifying Insurers as soon as possible after he becomes aware of the fraudulent or dishonest act.

INURING CLAUSE

This Policy shall not inure to the benefit of any other Fire insurance covering any loss or damage which, but for the existence of this Policy, would be recoverable hereunder

LETTER OF CREDIT CLAUSE

Notwithstanding the Conditions of this Contract it is agreed, subject to the prior approval of Underwriters, that Certificates and/or Policies may be issued hereunder to enable the Assured to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

It is also agreed that regardless of the conditions on which any Certificates and/or Policies may be issued pursuant to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

However, policy terms shall be paramount for claim assessment purposes.

LOADING & UNLOADING CLAUSE

This insurance is extended to include all loading and unloading risks.

NOTIONAL/CONTINGENT/DEEMED DUTY CLAUSE

The Policy covers the contingent liability that the insured may incur in case of a loss or damage to a duty free import consignment occurring during inland transit of such goods.

It is agreed that the damaged consignment will have to be replaced either by fresh import by paying duty or by procuring from the open market. Claims shall be paid on submission of proof of payment of customs duty in case of re-import or proof of purchase from the open market. The indemnity shall be restricted to the sum insured against the amount of duty paid on re-import or the difference between the market price and the duty free import price (as the case may be) whichever is less.

The policy also covers the contingent liability that the insured may incur in case of a loss or damage to an export consignment occurring during inland transit of such goods.

PICKING CLAUSE

Cotton, wool and similar fibrous cargoes may be shipped in bales which expose the outer part of each bale to the risk of damage. The bales are usually large so, overall, the damage, when restricted to the outer part of the bale, is superficial. Thus, by picking out the damaged fibers the remainder of the bale is saleable as sound cargo. When a number of bales are so damaged the sound parts may be rebaled to make whole bales. The fibers picked out as damaged are called "pickings" and, provided the loss was caused by an insured peril, the insurer is liable for the insured value of the pickings.

The "pickings clause" also provides that the insurer shall pay the cost of picking and the cost of rebaling both sound and picked material. The damaged material may still be saleable in, which case the Insurer who paid the claim is entitled to the proceeds of the sale, less sale costs.

SEAL INTACT CLAUSE

Underwriters agree to indemnify the Assured, for shortages from full container consignments only, being the difference between the documentary confirmed load and stow count, and the out turn report. Indemnity will only be provided, where documentary proof is available of the original seal or replacement seal(s) being secure and intact at the time of arrival at final destination.

Original or any replacement seal(s) numbers shall without fail be noted upon all transit documentation, and the same checked before commencement of unloading operations.

SELLER'S CONTINGENCY CLAUSE

This Insurance protects any shipment which according to the contract of sale has been sold C&F or FOB or on similar terms and should be insured by the consignee for the transit as defined by this cover, but,

1. This Insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on FOB and/or C&F terms dispatched on or after the commencement date appearing in the Policy.

Policy Wording



2. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the Policy for the commencement of the transit and terminates when the goods are delivered into the carrying vessel at the port or place of loading.

During this transit this insurance is subject to the Standard Marine Policy Form, incorporating cover against perils as per contract wording and Institute S.R.C.C. Clauses.

3. Thereafter cover reattaches retrospectively to the commencement of the transit with the addition of the risks of war as per Institute War Clauses if one or more of the following contingencies occur:

(a) The buyer fails or refuses to accept the shipping documents;

(b) The buyer fails or refuses to accept the goods where such failure or refusal arises:

i) From or in connection with any error or omission on the part of the Insured with respect to the contract of sale;

ii) From the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force on the date of sale/contract to obtain due authority to import the goods and/or to pay for them as contracted and invoiced;

(c) The Insured exercises a lien on the goods or interrupts their transit or suspends the sale/contract whilst the goods are in transit when this is reasonable to safeguard his interests.

4. The Insured must use all reasonable and usual care skill and forethought and take all practical measures, including measures which may be required by Underwriters, to prevent or minimize loss and to enforce the contract of sale.

5. All right and benefits against the buyer and/or the buyer's insurers and/or carriers and/or other persons are to be subrogated to Underwriters.

6. The Insured must advise Underwriters immediately of the occurrence of any of the contingencies in Clause 3 above.

7. Delay and/or deviation are held covered at an additional premium to be agreed. This overrides any term, condition or clause to the contrary in the Policy of the Institute Cargo Clauses incorporated herein by reference.

8. This insurance and any money payable under it are not assignable without the consent in writing of Underwriters.

9. The existence of this insurance is not to be disclosed to the buyer.



SHUT OUT CARGO CLAUSE

The duration of the Insured Transit is extended to 30 days or as agreed or mentioned in the policy schedule whilst waiting for an alternative Conveyance where Goods are shutout from the Conveyance at an intermediate place during the course of the Insured Transit

SORTING CHARGES

In cases where Underwriter and Surveyor has recommended that packages be sorted to ascertain and assess the damage, the whole of the expenses of sorting shall be applied to the damage and shall be charged to the Underwriters and/or Insured in proportion to the number of damaged packages which fall upon them respectively.

SUE & LABOUR CLAUSE

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Underwriters in recovering, saving and preserving the property insured in case of disaster be considered a waiver or an acceptance of abandonment.

GENERAL PROVISIONS

BASIS OF VALUATION

The shipments insured hereunder are to be valued, premium included, at the amount of invoice including all charges noted in the invoice and including prepaid and/or guaranteed freight+ as agreed unless otherwise declared to the Company prior to shipment and prior to any known or reported loss and then at the amount declared.

DECLARATION CLAUSE

Declaration to be made to the company, as agreed.

LOSS OR DAMAGE PRIOR TO SHIPMENT OR DISPATCH

The loss or damage to Cargo prior to shipment is not covered by this insurance. Should this policy extend to cover the insured interest prior to shipment or dispatch in the event of loss or damage by insured perils as per attached clauses prior to shipment or dispatch the Insured is also bound to declare to the Company



the value of the insured interest at risk at the time of the loss or damage and to pay the appropriate premium thereon within 3 days of the loss or damage.

INSPECTION OF RECORDS

By reporting any shipment hereunder, the Insured signifies its agreement that the Company or a person appointed by the Company may examine the books and records of the Insured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

TRANSFER OF INTEREST

Nothing herein shall prevent the transfer of a Policy issued in terms of this policy on sale pledge or other transfer of the interest in the insured goods by the named Insured or Insured's assignee.

FRAUD & MISREPRESENTATION

In case of fraud, misrepresentation or non-disclosure by or on behalf of the Insured, the Company shall be entitled to cancel the policy, immediately upon becoming aware of such fraud, misrepresentation or non-disclosure. All premium paid shall be forfeited in such cases and no refund shall be allowed.

CANCELLATION

This Policy may be cancelled by the Company or by the Insured under the following conditions

Marine and Transit Risks	By 30 days' notice in writing
War, Strike, Riots & Civil Commotion Risks	By 7 days' notice in writing, 48 hours' notice for shipment To and from U.S.A.

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices be used to obtain benefit under this policy or if any loss, destruction or damage be occasioned by the willful act or with the connivance of the Insured, or benefits be claimed on items or due to items specifically excluded and not declared prior to transits, all benefits under this policy shall be forfeited.

Cancellation shall become effective on the expiry of the stipulated period calculated from midnight or the day on which notice of the cancellation is issued by or to the Company, but shall not apply to:

(a) Any insurance against the said risks which shall have attached in accordance with the conditions of this policy before cancellation becomes effective



(b) War Risks cover in respect of any Declaration of goods for shipment by a named vessel or of specified goods to be shipped by a vessel to be named later accepted by the company before the time at which the cancellation becomes effective, such goods not having been loaded on board the overseas vessel before that time provided the goods be loaded on board the overseas vessel and the vessel sail within 15 days from midnight of the day on which the cancellation becomes effective, but if the War Risks cover shall have attached and the vessel does not sail within the said 15 days the War Risks cover in respect of such Declaration shall end on the expiry of that period notwithstanding anything to the contrary contained in the provisions in this policy

Nothing in this clause shall operate to cause a Declaration to attach to this policy if such Declaration would be excluded owing to the vessel not having sailed within the Period of Insurance stated herein.

COMMUNICATIONS

All communications with respect to this Insurance are to be addressed to IFFCO TOKIO General Insurance Company Limited

INSTRUCTION FOR SURVEY

In the event of loss or damage which may involve a claim under this Insurance, immediate notice of such loss or damage, (which shall in no case be provided later than 15 days from the date of the event of loss or damage) should be given to the company and a Survey Report obtained from the appointed Surveyors.

OBLIGATION OF THE INSURED UPON OCCURRENCE OF AN ACCIDENT

In the event of an accident, the Insured shall take all possible steps to minimize any and all losses, which may arise out of such accident

GENERAL AVERAGE

The holder of this Policy is requested not to sign any Average Bond or to pay and deposit on account of General Average without first communicating with the Company.

INDEMNITY

The Company may at its option, if applicable, reinstate, replace or repair the subject matter of this insurance lost or damaged or any part thereof instead of paying amount of loss or damage or may join with other insurer in doing so. The Company shall not be bound to reinstate exactly and completely but only as circumstances permit and reasonably sufficient manner and in no case shall the company be bound to



expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage and in any event not more than the sum insured thereon. If any case, the company shall be unable to repair or reinstate the damaged insured subject matter, because of any law or any regulations in force affecting insured subject matter or otherwise, the Company shall in every such case, only be liable to pay such sum as would be requisite under the policy.

CONTRIBUTION

If at the time of happening of any loss or damage covered by this policy, there shall be existing any other Insurance Policy of any nature whatsoever covering the same, whether effected by insured or not, then the company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

SUBROGATION

The Insured shall, at the request of the Company or their agents, assign and subrogate to the Company at the time of the payment and to an amount not exceeding the sum paid by the Company all their rights and claims against others and permit suit to be brought in the Insured's name but at the Company's expense. The Insured further agrees to render all reasonable assistance in the prosecution of said suit or suits.

CLAIMS PROCEDURE

It is the duty of the Insured and their representatives/ agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss or damage and to ensure that all rights against Carriers/Bailees or other third parties are properly preserved and exercised; in particular, the Insured and/or their representatives/ agents are required:

- (1) To claim immediately on the Carriers and the Port Authorities for any missing packages.
- (2) To apply immediately for survey in the docks by Carrier's representative if any loss or damage be apparent and claim on the Carriers for any actual loss or damage found at such survey.
- (3) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- (4) To give notice in writing to the Carriers' representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note(a) The consignees or their representatives/ agents are required to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

- (b) Any claim under this Insurance should be submitted, without delay, together with all correspondence with Carriers or other parties involved.



DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured is advised to submit all available supporting documents without delay, including when applicable:

When the amount of claim has been established, send the following documents to the office of the insurance company located in the country where the loss was discovered. If there is no local office, send documents to IFFCO TOKIO General Insurance Company Limited in Gurgaon:

- a. Claim bill in duplicate
- b. A copy of the bill of lading or other international carrier's receipt.
- c. A copy of the delivering carrier's receipt, if other than the above showing written exceptions.
- d. The original or certified copy, of the invoice, and all packing lists.
- e. The original copy of the Claim Representative's survey report.
- f. Copy of lading remarks
- g. Copy of bill of entry where custom duty is covered.
- h. Copies of all written correspondence including claim launched with the responsible carriers, port and customs authorities.

CURRENCY OF PAYMENT

All claims shall be payable in India in India currency, unless specifically agreed and mentioned in the policy.

RESOLUTION OF DISPUTES

Any dispute concerning the interpretation of the terms, exclusions or conditions contained herein or in the clauses attached and agreed to by both the Insured and the Company to be subject to Indian Law.

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) or the interpretation of a clause under the Policy (including the Schedule Clauses and endorsements), such difference shall be referred to arbitration in New Delhi, India, in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability of the Company to make any payment under this Policy.

INSURANCE OMBUDSMAN

Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in the



Redressal of Public Grievance Rules, 1998. A copy of the said rules shall be made available by the Company upon prior written request by the Insured.

In witness whereof this policy has been signed by a duly Authorized Representative of the Company.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- ❖ Call Centre (Toll free helpline)
- ❖ 1800 103 5499 (accessible within India)
- ❖ Emails – grievance@iffcotokio.co.in
- ❖ Designated Grievance Officer in each branch.
- ❖ Company Website – www.iffcotokio.co.in
- ❖ Fax: 0124 – 4722200-06
- ❖ Courier: Any of our office or Corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell,
IFFCO Tokio General Insurance Company Limited.
IFFCO Tower II, Plot # 3,
Sector # 29,Gurgaon – 122201

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer
IFFCO Tokio General Insurance Company Limited
IFFCO Tower II, Plot # 3,
Sector # 29,Gurgaon – 122201
e-mail: principalgrievanceofficer@iffcotokio.co.in

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- ❖ Dispute with regard to premium.
- ❖ Non-receipt of your insurance document.
- ❖ Delay in settlement of claim.
- ❖ Insurance claim that has been rejected or dispute of a claim on legal construction of the policy.

Names of Ombudsman and Addresses of Ombudsmen Centers

Jurisdiction	Office Address
Gujarat, Dadra & Nagar Haveli, Daman and Diu	AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079 - 27546150 / 27546139, Fax:079 – 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
Karnataka	BENGALURU Office of the Insurance Ombudsman, JeevanSoudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in
Madhya Pradesh, Chhattisgarh	BHOPAL Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003 Tel.: 0755 - 2769201 / 2769202 Fax: 0755 – 2769203 Email: bimalokpal.bhopal@gbic.co.in
Orissa	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 – 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2 nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 – 2708274 Email: bimalokpal.chandigarh@gbic.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel.: 044 - 24333668 / 24335284, Fax: 044 – 24333664

	Email: bimalokpal.chennai@gbic.co.in
Delhi	DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 – 23230858 Email: bimalokpal.delhi@gbic.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	GUWAHATI Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Near Panbazar over bridge, S.S. Road, Guwahati – 781001 Tel.: 0361 - 2132204 / 2132205 Fax: 0361 – 2732937 Email: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry	HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 – 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Rajasthan	JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: Bimalokpal.jaipur@gbic.co.in
Kerala, Lakshadweep, Mahe (part of Pondicherry)	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, PulinatBuilding, Opposite Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 – 2359336 Email: bimalokpal.ernakulam@gbic.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 – 22124341 Email: bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia&Sidharathnagar	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase - II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001 Tel.: 0522 - 2231330 / 2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054.



	<p>Tel.: 022 - 26106552 / 26106960 Fax: 022 – 26106052 Email: bimalokpal.mumbai@gbic.co.in</p>
<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	<p>NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddhNagar, U.P - 201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in</p>
<p>Bihar, Jharkhand</p>	<p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in</p>
<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>	<p>PUNE Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411030. Tel.: 020 – 32341320 Email: bimalokpal.pune@gbic.co.in</p>