

MARINE CARGO TEA ESTATE - COMMERCIAL - POLICY WORDINGS

TEA CROP INSURANCE CLAUSES - RETAIL

1. DURATION OF COVER:

This insurance attaches from the time the Green Leaf is plucked at the Assured's Estate named herein and whilst being processed at the Factory and further continues whilst in transit by approved conveyance(s) and/or vessel(s) (as specified in the Schedule to the relative Policy) until:

Sold at Auction Centres in India but not exceeding 90 days from the date of arrival at an approved Tea warehouse at the place of Auction, unless the period of Storage is extended by payment of Additional Premium at the inception of cover, always provided that the teas remain at the risk of the Assured, but in any event, cover is not to extend beyond 15 days from the date of Auction.

Delivered to Agents/Buyers anywhere in India, but not exceeding 7 days from the date of arrival at the destination Road/Railway Station.

Sold at the Auctions in Overseas Country (shipped via a named Indian Port) but not exceeding 30 days period of Storage either at the Port of Shipment or any recognised Tea Warehouses at destination, (subject in any case to the provisions of Transit Clause No. 8 of the Institute Cargo Clauses), unless the periods of Storage in Warehouses at Ports of Shipment and in the Tea Warehouse located in the Overseas Country are extended by payment of Additional Premium at the inception of cover.

Delivered to the Buyers' or Consignees' Warehouse (shipped via a named Indian Port against firm C.I.F. Sale Contracts) in the overseas country but not exceeding 30 days period of storage at the port of shipment (subject in any case to the provisions of Transit Clause No. 8 of the Institute Cargo Clauses), unless the period of storage at the Port of Shipment is extended by payment of additional premium at the inception of cover.

Placed on board the overseas vessel at a named Indian Port when sold on F.O.B. terms, but not exceeding a total period of 30 days from the date of arrival at a Tea Warehouse/Warehouses at the Port of Shipment, unless the period of storage in such Warehouse(s) is extended by payment of additional premium at the inception of cover.

Shipments via Indian Ports or to overseas Ports/final destination other than those declared at inception will be covered at the specific request of the Assured on payment of additional premium.

This insurance may be extended to cover Tea which is manufactured at any Neighbouring Estate including the risk of transit, to and fro, on payment of Additional Premium before inception of cover.

This insurance is only to cover despatches effected from the concerned Tea Garden within the policy period and any Tea Held Back on the Estate beyond the policy period will be completely outside the scope of the said Policy.

2. TERMS OF COVER:

This insurance is against All Risks of physical loss of or damage to the subject-matter insured but shall in no case be deemed to cover loss, damage or expense proximately caused by inherent vice or nature of the subject-matter insured or delay even if delay is caused by the operation of an insured peril.

TRANSITS/SHIPMENTS WILL BE SUBJECT TO THE FOLLOWING CLAUSES:

INLAND TRANSITS:

- i. Inland Transit (Rail or Road) Clause A (All Risks) attached hereto
- ii. Inland Transit (Inland Vessels) Clause A (All Risks) attached hereto
- iii. Strikes, Riots and Civil Commotions clause.

OVERSEAS SHIPMENTS:

- i. Institute Cargo Clauses (A) attached hereto
- ii. Institute Cargo Clauses (Air) (Excluding sendings by Post) attached hereto
- iii. Institute Classification Clause attached hereto.
- iv. Institute War Clauses (Cargo) attached hereto subject to 7 days' Notice of Cancellation.
- v. Institute War Clauses (Air Cargo) (Excluding sendings by Post) attached hereto subject to 7 days' Notice of Cancellation.
- vi. Institute Strikes Clauses (Cargo) attached hereto subject to 48 hours' Notice of Cancellation.
- vii. Institute Strikes Clauses (Air Cargo) attached hereto subject to 48 hours' Notice of Cancellation.
- viii. Institute Radioactive Contamination Exclusion Clause
- ix. ISM Endorsement



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15% ON GARDEN CLAUSE:

This insurance covers Made Tea of the period of insurance whilst at the Assured's Estate and/or Neighbouring Estate (when sent for manufacture) for any purpose whatsoever, but insurance against the risk of Fire, Earthquake and other convulsions of nature and also the risks of Strikes, riots and Civil Commotions, when covered as per Institute Strike Clauses, shall be limited to 15 % of the estimated annual total weight of Made Tea of the Garden insured, valued in accordance with the Agreed Value provision of this Clause. For the purpose of this Clause, the value declared at the inception of cover (either on Agreed Value basis or Provisional Value basis) in respect of tea to be disposed of in India shall be deemed to be the Agreed Value. The Assured is to bear a rateable proportion of the loss, if the total amount of the tea lying at the Estate and any Neighbouring Estates when sent for manufacture, is more than 15% or as may be declared to the Insurers. The risks of Explosion, Aircraft Damage and Impact Damage are also covered.

Teas in excess of 15% as stated above, which may be lying cumulatively at the Garden and the Neighbouring Estates for reasons beyond the control of the Assured will be covered at the specific request of the Assured, subject to payment of Additional Premium.

3. EXCLUSIONS:

Notwithstanding anything herein contained to the contrary, this Policy is warranted free of claims for loss of or damage to the subject-matter insured, whether Green Leaf or partly/wholly manufactured Tea, directly or indirectly caused by the absence or shortage, withholding or withdrawal of labour of any description whatsoever under any circumstance.

Loss of damage attributable to any fault, neglect or defect in the manufacturing process and/or packing materials used. Loss due to interruption in manufacture consequent upon stoppage of Power Supply and/or Breakdown of Machinery, howsoever arising.

Any trade loss, including chest allowance, as agreed to by the Tea Brokers.

Any loss or damage pertaining to previous season's Manufactured Tea Held Black at Garden unless

SPECIFICALLY COVERED UNDER THIS POLICY

4. BASIS OF VALUATION

(Option 'A' or 'B' or 'C' and 'D' - Delete options not required)

- A.1 The Valuation of Tea for the purpose of this insurance is agreed to be Provisional Value XXXXXX per kg for made Tea to be disposed of in India, including FOB and C & F Sales.
- A.2 For the purpose of this insurance, tea to be disposed of in Overseas Countries is provisionally valued at Rs_____ per kg. of Made Tea, being an **average price** obtaining for the Garden **during the preceding 3 completed and adjusted years excluding the expiring year** but liable to final adjustments as per Clause 7 in terms of the following stipulations:
For tea sold at Overseas Auctions and tea shipped on Consignment Basis to Overseas Countries, the actual amount realised on same shall be treated as the insured value.
For tea sold and shipped (against firm C.I.F. Sale Contracts) to the Overseas Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C.I.F. value + 10%) shall be taken as the Insured Value, subject to final adjustment as per Clause 7.
- B. The valuation of Tea for the purpose of this insurance is agreed to be Rs.----- of Made Tea, excluding C.I.F. Sales. For tea sold and shipped C.I.F. to Overseas Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C.I.F. value + 10%) should be taken as the insured value, subject to final adjustment as per Clause 7.
- C. For the purpose of this insurance, tea is value provisionally at Rs. 75/- per kg. of Made Tea being an average price obtaining from the Garden during preceding three completed and adjusted years, excluding the expiring year subject to final adjustment as mentioned in Clause 7 on the basis of actual production and actual amount realised on same. AND
- D. Tea Waste (Agreed Value): XXXXXX to be disposed of in India, including FOB and C & F Sales.

5. LIMITS:

Single Despatch/Shipment Limit: XXXXXXXX any one Despatch/Shipment per any one Conveyance/Vessel.

Location Limit: XXXXXX

Claims for loss, damage to Tea whilst in transit from the Assured's Garden to Agents/Buyers in any place in India or other than Auction Centres including FOB and C & F Shipments where no Brokers are involved, shall be settled on the basis of the Carrier's Certificate of loss/damage and/or independent Surveyor's report and Account Sales/Sale Invoice.

6. BASIS OF SETTLEMENT OF CLAIMS:

- 6.1 In the event of loss in weight from apparently sound chests, the Insurer's liability shall be limited to 75% of such loss. Notwithstanding the above, no liability shall attach to Insurers hereunder in respect of sound chests/bags arriving with shortages of 5% in net weight per packing or less subject also to the following Excess Clause:

Claims for losses, if any, under this Policy, shall be subject to an Excess of Rs.2,000/- per consignment/per occurrence" & for Storage : 5% of the Claim Amount Subject to minimum of Rs. 10,000/-."

Brokers' Certificate shall be accepted as proof of loss/claim in case of shortages from apparently tampered chests/bags and short delivery of complete chests/bags. Brokers' Certificates must be supported by a Certificate of Shortage/Damage issued by the Carriers or their authorised representatives. The Insurers, however, reserve the right of appointing independent licenced Surveyors.

6.2 AT THE GARDEN :

In the event of loss before manufacture, 4 kgs. of Green Leaf to be considered equal to 1 kg. of Made Tea. Claims for loss of or damage to tea by an insured peril, while on the Insured's Garden and/or Neighbouring Garden for manufacture, shall be settled either for the Agreed Value of Provisional Value, as applicable to teas to be disposed of in India, Less all un incurred expenses, whether in respect of Green Leaf or partly/wholly Manufactured Tea.

6.3 IN RESPECT OF TEAINSURED HEREIN ON PROVISIONAL VALUE BASIS- FOLLOWING SHALL APPLY :

6.3.1 DURING INLAND TRANSITS :

Claims for partial loss or damage to tea whilst in transit from the Assured's Garden to warehouses at Auction Centres anywhere in India or any Port of Shipment in India and/or prior to and/or during loading on to the overseas vessels shall be settled on the basis of the Brokers' Certificates, Account Sales and Invoice. Claims for loss or damage to Tea whilst in transit from the Assured's Garden to Agents/Buyers in any place in India other than Auction Centres, including FOB and C & F Shipments, where no Brokers are involved, shall be settled on the basis of Carrier's Certificates of loss/damage and/or independent Survey Report and Account Sales/Sale Invoice.

In the event of loss of or damage to one or more complete chests/bags of tea (forming part of an Overseas Shipment Invoice), whilst in transit from the Assured's Garden to the Ports of Shipment in India, claims in respect thereof shall be settled on the basis of either :

In respect of teas on Consignment Sale abroad, the Estate's Average Rate on the date of arrival in the warehouses at the Ports of Shipment of the remainder of the chests covered by the relative Shipment Invoice.

In respect of tea on firm Sale Contract, the insured valuation in respect of tea appropriated against Firm Sale Contracts.

Less: all un-incurred expenses in respect of (a) & (b) above.

In the event of loss of or damage to a whole invoice prior to sale whilst in transit from the Assured's Estate to Warehouse anywhere in India or any other Port of Shipment in India, claims in respect thereof shall be settled on the basis of either : In respect of tea on Consignment Sale Basis, claim shall be settled on the basis of the average gross sound values realised on the previous and next succeeding invoices for similar sale of like tea of the Assured's Garden, but in the event of one being non-existent, the value of the other shall be taken as the basis of settlement.

In respect of tea on Firm Sale Contract, Claim shall be settled on the basis of the Insured valuation in the case of tea appropriated against Firm Sale Contracts.

Less: All un-incurred expenses in respect (i) and (ii) above.

If Teas despatched from the Gardens are carried by own vehicle or private carriers/other modes of transportation where the Insurer may not have recovery rights, claims in respect of such despatches should be paid to the extent of 90% of the Assessed Loss and the balance 10% of the Assessed Loss shall be borne by the Insureds.

6.3.2 DURING STORAGE WITHIN INDIA

In the event of loss or damage to tea during storage in warehouse anywhere in India or any Port of Shipment in India, claims for such loss or damage shall be settled on the basis of the Garden's Average Prices on the dates of occurrence of such loss or damage or on the basis of the Broker's Account Sales/Sales invoice in the case of tea which has already been sold.

6.3.3 DURING OVERSEAS SHIPMENTS INCLUDING STORAGE OVERSEAS

Claims in respect of "Consignment Tea", Auction Sales shall be settled on the basis of the Brokers' Valuation Certificates and Account Sales or other acceptable evidence of the actual sale values realised as per custom of the trade. Where, however, parent break prices are not available, the Insurer's liability under this Policy shall be limited to 130% of the provisional value **less** all un-incurred expenses.

Claims in respect of Private Sale Tea, shall be settled on the basis of the Sum Insured specified in the relative Certificate of Insurance, which shall be deemed to be the Agreed Values.

6.3.4 UNSOLD TEA AT AUCTION CENTRES

Teas despatched from the Garden within the policy period for sale at Auction Centres in India or Overseas and lying unsold at the time of submission of the Final Premium Adjustment Statement within 180 days as provided for hereinafter shall be valued at



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130% of the Provisional Value both for adjustment of the premium and settlement of claims arising during the period of storage opted for.

PREMIUM ADJUSTMENT CLAUSE:

7.1 The premium collected shall be subject to adjustment on the basis of tea actually produced, sold, unsold or otherwise disposed of.

The Insured shall submit to the Insurer a Final Premium Adjustment Statement furnishing particulars of actual total crop and sale proceeds together with a certificate from the **Auditor or the Chief Executive of the Company or a certified copy of the Excise Assessment or the Balance Sheet** for the concerned year, within 180 days from the date of expiry of the Policy. The Final Premium Adjustment Statement should specify the quantity of all tea produced, whether sold by auction, sold privately, ex-Garden or otherwise disposed of, including gift tea, sample tea, tea consumed at the Estate, tea wastes and tea totally lost/destroyed/damaged, howsoever caused, and tea remaining unsold and Held Back at the Garden.

Depending on the provisional premium collected and the actual premium payable, the Insured may be required to pay the difference in premium or may become entitled to a refund of premium, as the case may be. If the total turnover for the current year shall exceed or fall short of the estimated quantity of made tea, then the difference shall be met by a further proportionate payment of premium to the Insurer or by refund of premium by the Insurer to the Insured, as the case may be, in terms of the Final Premium Adjustment Statement received by the Insurer.

7.2 Final Adjustment of the premium under the Policy issued on Agreed-Value basis shall be done for the actual crop/turnover as against the estimated crop/turnover proposed at the inception. For Policies issued on Provisional Value basis, the adjustment shall be done for both the actual crop/turnover and for the actual value realised as against the estimated crop/turnover and value proposed at the inception.

7.3 Where insurance has been effected on Agreed-Value basis for disposals in India and Provisional-Value basis for disposals overseas, the adjustment for entire crop and value shall be made as aforementioned, separately for the respective disposals on Agreed-Value basis and the Provisional-Value basis.

7.4 Should the Insured fail to comply with the requirements laid down under para 2 of Rule 7.1 given hereinabove, the Insurer will adjust final premium under such Policies and close such Policies in the following manner :

- a. Where insurance has been effected on Agreed-Value basis, for the purpose of arriving at the actual turnover of made tea during the period of Insurance, the estimated turnover declared by the Insured under various heads will be loaded by 30% and Sum Insured and premium adjusted accordingly.
- b. In case of tea insured on Provisional-Value basis, both the provisional quantities of tea and the Provisional Value per kilogram of tea estimated and declared by the Insured, will be loaded by 30% and the Sum Insured and the premium adjusted accordingly.

7.5 After receipt of the Final Premium Adjustment Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and demanded by the Insurer in writing on the basis of the said Final Premium Adjustment Statement, within 30 days from the date of demand being made.

Failure to pay the Premium being demanded will entail automatic cancellation of the Policy for the current period immediately on expiry of the said 30 days without any further notice.

In the event of non-payment of balance premium on account of adjustment, as demanded by the previous Insurer, this Policy shall stand automatically cancelled in terms of the Cancellation Clause (Clause 10).

8. REASONABLE DESPATCH CLAUSE

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Further, it is necessary for the Assured to give prompt notice to the Company of any event

- a) which is held covered under this Insurance
- b) giving rise to a claim under this Insurance,

as soon as they have obtained information of loss/damage from the Carriers/Brokers/Warehouse-keepers concerned and the right of recovery hereunder is dependent on compliance with this obligation.

9. CANCELLATION CLAUSE

This Policy may be cancelled by giving 30 days' Notice of Cancellation in writing by either side. In the event of such cancellation, Insured shall submit within 60 days of cancellation, the Final Premium Adjustment Statement, duly certified by their Auditors, for the period the Policy was in force for adjustment of premium for the period of cover. However, this provision for adjustment does not apply to cancellation of Policies as provided for in 10 b, 10 c & 10 d.

- a. Consequent upon non-receipt of the Final Premium Adjustment Statement, as required under Clause (7) above, for adjustment within the stipulated time by the Company, it shall be incumbent on part of the Insured to pay the Additional Premium demanded by the Insurer within 30 days from the date of demand so made in writing. Failure to pay the Final



Premium demanded will entail automatic cancellation of the Policy immediately on expiry of the said 30 days **without giving any further notice.**

- b. It is further agreed that after receipt of the Model Premium Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and demanded by the Company in writing after adjustment of premium on the basis of the said Model Premium Statement, within 30 days from the date of demand being made. Failure to pay the Additional Premium so demanded will entail automatic cancellation of this Policy immediately on expiry of the said period of 30 days **without any further notice to the Insured.**
- c. Provision for Cancellation as provided for in 10 b & 10 c above shall also apply when expired Policy is with one Insurer and the current Policy is with another Insurer.

10. WARRANTIES

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder :

- a. To take measures as may be reasonable for the purpose of averting or minimising such loss, and
- b. To ensure that all rights against Carriers, Bailees or other Third Parties are properly preserved and exercised by lodging a monetary claim against Railway/Road Carriers/Bailees within six months from the date of Railway/Lorry Receipt or as prescribed by the relevant Statute, and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonable incurred in pursuance of these duties.

Measures taken by the Assured or the Underwriters 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.

"Claims for losses, if any, under this Policy, shall be subject to an Excess of Rs.2,000/- per consignment/per occurrence" & for Storage : 5% of the Claim Amount Subject to minimum of Rs. 10,000/-."

INLAND TRANSIT (RAIL OR ROAD) CLAUSE – A

(ALL RISKS)		Risk Clause
RISKS COVERED		
1.	This insurance covers all risks of loss or damage to the subject-matter insured except as provided in clause Nos. 2, 3, 4 and 5 below.	
EXCLUSIONS		
2.	In no case shall this insurance cover	General Exclusions Clause
2.1	Loss damage or expense attributable to willful misconduct of the assured.	
2.2	Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.	
2.3	Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).	
2.4	Loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against.	
2.5	Loss damage or expense caused by inherent vice or nature of the subject-matter insured.	
3	This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from	Nuclear Radioactive Exclusion Clause
3.1	Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.	
3.2	The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.	
3.3	Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	

4.	In no case shall this insurance cover loss, damage or expense caused by	War Exclusion Clause
4.1	War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power	
4.2	Capture, seizure, arrest, restraint or detention, the consequences thereof or any attempt thereat	
4.3	Derelict mines, bombs or other derelict weapons of war.	
5	In no case shall this insurance cover loss damage or expense	Strike Exclusion Clause
5.1	Caused by strikers, locked out workmen or person taking part in labour disturbances, riots or civil commotions	
5.2	Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
5.3	Caused by any terrorist or any person acting from a political motive	
DURATION		
6	This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any. until delivery to the final warehouse at the destination named in the policy or	Transit Clause
	(i) In respect of transit by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station or	
	(ii) In respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.	
	N.B.	
	1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.	
	2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.	
CLAIMS		
7.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of loss.	Insurable Interest Clause
7.2	Subject to 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 Assured were aware of the loss and the Underwriters were not.	Not to Inure Clause
BENEFIT OF INSURANCE		
8	This insurance shall not inure to the benefit of the carrier or other bailees.	Duty Assured Clause
MINIMISING LOSSES		
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Waiver Clause
9.1	To take such measures as may be reasonable for the purpose of averting or minimising such loss and	Reasonable Despatch Clause

9.2	To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/road carriers/bailees within six months from the date of railway/lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
10	Measures taken by the Assured or the underwriters 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	
11	It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE

(Inland transit Not in Conjunction with Ocean Going Voyage)

RISKS COVERED

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risk, this insurance covers, except as provided in clause 2 below of or damage to the subject matter insured caused by
 - 1.1 Strikes, Locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
 - 1.2 Any terrorist or any person acting from a political motive.

EXCLUSIONS

2. In no case shall this insurance cover
 - 2.1 Loss damage or expense proximately caused by delay inherent vice or nature of the subject matter insured.
 - 2.2 Loss damage or expense proximately caused by absence, shortage or withholding of labour of any description whatsoever during any strike, lockout, labour disturbances, riot or civil commotion
 - 2.3 Any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
 - 2.4 Loss damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or any hostile act by or against a belligerent power.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE CL 380 (10/11/2003)

- 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
- 1.3. 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.

CL.380

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE CL 370 (10/11/2003),

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.

CL 370

AGREED BANK CLAUSE

It is hereby declared and agreed:

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company there for and shall be binding on all the parties insured hereunder.
N.B.: The Bank shall mean the first named Financial Institution/Bank named in the policy.
- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or
- vi. Alternations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vii. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

Address & Contact Details of Ombudsmen Centres

Office of The Governing Body of Insurance Council

(Monitoring Body for Offices of Insurance Ombudsman) 3rd Floor, Jeevan Seva Annexe, Santacruz (West), Mumbai – 400054.

Tel no: 26106671/6889. Email id: inscoun@gbic.co.in

website: www.gbic.co.in

If you have a grievance, approach the grievance cell of Insurance Company first.

If complaint is not resolved/ not satisfied/not responded for 30 days then You can approach The Office of the Insurance Ombudsman(Bimalokpal)

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
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@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
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@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
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@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan



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ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
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@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddha Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.giccouncil.in, our website www.indusindinsurance.com or from any of the Company's offices.

