

Tea Crop Insurance Policy

- Policy Wordings

WHEREAS THE INSURED named in the Schedule hereto has applied to Bharti AXA General Insurance Company Limited (hereinafter called the "Company") for the insurance mentioned and described hereinafter and 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 or agreed to pay the premium as consideration for such insurance.

THE COMPANY HEREBY PROMISES AND AGREES with the Insured, their Executors, Administrators and Assigns that the Company insures against loss, damage, liability or expenses subject to the Clauses, Endorsements, Conditions and Warranties contained in the Schedule.

1. DURATION OF COVER :

This insurance attaches from the time the Green Leaf is plucked at the Insured'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 :

(i) Sold at Auction Centres in India but not exceeding 30 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 Insured, but in any event, cover is not to extend beyond 15 days from the date of Auction.

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

(iii) 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 Warehouses located in the Overseas Country are extended by payment of Additional Premium at the inception of cover.

(iv) 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

(v) 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 destinations other than those declared at inception will be covered at the specific request of the Insured 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

15% ON GARDEN CLAUSE:

This insurance covers Made Tea of the period of insurance whilst at the Insured'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 Insured 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 Company.

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 Insured will be covered at the specific request of the Insured, subject to payment of Additional Premium.

Policy Jurisdiction: Worldwide

3. EXCLUSIONS :

(i) 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.

(ii) Loss or damage attributable to any fault, neglect or defect in the manufacturing process and/or packing materials used.

(iii) Loss due to interruption in manufacture consequent upon stoppage of Power Supply and/or Breakdown of Machinery, howsoever arising.

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

(v) Any loss or damage pertaining to previous season's Manufactured Tea Held Back 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 Rs..... per Kg. of 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 :

(a) 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.

(b) 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..... per kg. 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 valued provisionally at Rs..... 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)

5. LIMITS

a) **Single Despatch/Shipment Limit** : Rs..... any one Despatch/Shipment per any one Conveyance/Vessel.

b) **Location Limit** : Twenty times the single Despatch/Shipment limit referred to in (a) above on any one location other than on Garden for which limit has been specified in the "On Garden Clause" in Clause 2 hereinabove or Held Covered.

Claims for loss, damage to Tea whilst in transit from the Insured'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 Company's liability shall be limited to 75% of such loss. Notwithstanding the above, no liability shall attach to the Company 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 XXX- per consignment/per occurrence".

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 Company, however, reserves the right of appointing independent licensed

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 or Provisional Value, as applicable to teas to be disposed of in India, Less all unincurred expenses, whether in respect of Green Leaf or partly/wholly Manufactured Tea.

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

6.3.1 DURING INLAND TRANSITS :

Claims for partial loss of or damage to tea whilst in transit from the Insured'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 Insured'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 Insured's Garden to the Ports of Shipment in India, claims in respect thereof shall be settled on the basis of either :

(a) 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.

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

Less : all unincurred 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 Insured'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

(i) 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 Insured's Garden, but in the event of one being non-existent, the value of the other shall be taken as the basis of settlement.

(ii) 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 unincurred 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 Company 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 Insured.

6.3.2 DURING STORAGE WITHIN INDIA

In the event of loss of or damage to tea during storage in warehouses 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 Company's liability under this Policy shall be limited to 130% of the provisional value less all unincurred expenses.

Claims in respect of Private Sale Tea, shall be settled on the basis of the Sum Insured specified in the relative Certificates 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 130% of the Provisional Value both for adjustment



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of the premium and settlement of claims arising during the period of storage opted for.

7. 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 Company 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 Insured 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 Company or by refund of premium by the Company to the Insured, as the case may be, in terms of the Final Premium Adjustment Statement received by the Company.

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 Company 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 Company 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.**

7.6 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 9).

8. REASONABLE DESPATCH CLAUSE

It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control. Further, it is necessary for the Insured 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

(a) 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 9 b, 9 c & 9 d.

(b) 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 Company 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.**

(c) 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.**

(d) Provision for Cancellation as provided for in 9 b & 9 c above shall also apply when expired Policy is with one Insurer and the current Policy is with the Company.

10. WARRANTIES

It is the duty of the Insured 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 Company will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonable incurred in pursuance of these duties.

Measures taken by the Insured or the Company 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 occurring after the tea leaves the Garden, shall be subject to an excess — per consignment/per occurrence as stated in the schedule of the policy.

11. Grievances:

In case the Insured / Insured Person is aggrieved in any way, the Insured / Insured Person may contact the Company at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman are attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002 from any of our offices.

List of Insurance Ombudsmen

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel:079- 27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh



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Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
BHU BANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman 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 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge, S.S. Road GUWAHATI – 781 001 Tel. : 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	Kerala, UT of (a) Lakshadweep (b) Mahe – a part of UT of Pondicherry

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
KOLKATA	Shri K.Ranga bhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA – 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Shri M.S. Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K. Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra, Goa

CLAIM NOTIFICATION:

Multi Model Intimation

It is the endeavour of Bharti AXA to give multiple options to the Insured/representative(s) to intimate a claim to the Company.

The intimation can be given in following ways

- Toll Free call centre of the Insurance Company(24x7) i.e. 1800-103-2292
- Login to the website of the Insurance Company and intimate the claim i.e. www.bharti-axagi.co.in
- Send an email to the Company i.e. claims@bharti-axagi.co.in
- Send a fax to Company i.e. +91 80 40260101
- Post/courier to Company i.e. Bharti AXA General Insurance Company Limited, First Floor, The Ferns Icon, Survey No. 28, Next to Akme Ballet, Doddanekundi, Off Outer Ring Road, Bangalore – 560 037, India
- Direct Contact
- SMS "CLAIM" to "5667700".

In all the above the intimations gets directed to a central team for prompt, standardized action.

11. Contribution

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

12. Subrogation

The Insured under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

13. Arbitration

(a) Any and all disputes or differences which may arise under, out of, in

connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

(b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

(c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

(d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

(e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

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



Commercial Lines
Growth Leadership Award
2012



Best Product
Innovation Award
2012



Personal Lines Growth
Leadership Award
2011



Risk Manager
of the Year Award
2011



Best
Employer Brand
2012



ISO Certified