

TATA AIG GENERAL INSURANCE COMPANY LIMITED

MARINE CARGO OPEN POLICY

In consideration of the Policyholder named herein paying to the Tata AIG General Insurance Company Ltd. (hereinafter called the Company) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

For and on behalf of
TATA AIG GENERAL INSURANCE COMPANY LIMITED

Authorised Signatory

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
6. To take examined delivery from the Carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and/or Shortage Certificate from them. If any package appears to be deficient in weight, to take weightment/examined delivery from Carriers and an appropriate Certificates.
7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card

Note - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representative at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices and Packing List and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence (Damage/Non-Delivery Certificate) to show the extent
5. of the loss or damage.
6. Landing Remarks and Weightment Notes at final destination.
7. Correspondence exchanged with the Carriers and other Third Parties regarding their liability for the loss or damage along with copies of Notice of Claim on the Carriers/Third Parties and Received A/D Card/Postal Registration Receipt.

MARINE OPEN CARGO POLICY NO.
of the
TATA AIG GENERAL INSURANCE COMPANY LIMITED
Address

ISSUED TO

NOTICE – PLEASE READ YOUR ENTIRE POLICY

1. The Policy and its conditions should be examined, and if incorrect returned at once for alteration. Every change affecting the risks insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be of effect.
2. This Policy covers automatically on all shipments which come within its scope. It is important that all such shipments be reported as soon as known and the valuation thereof declared as soon as ascertained unless otherwise, agreed with the Company.
3. Your attention is drawn to the basis of insured value as set forth in the Basis of Valuation. The insured value should always be in accordance with the basis specified therein unless otherwise, agreed with the Company prior to shipment.
4. Any damage to the goods should be noted on the receipt given to the carrier if possible; and in any event as soon as it is known that the shipment has sustained loss or damage, written claim should be filed with the carrier. Such steps may be necessary to preserve your rights and the Company's rights of subrogation against the carrier.
5. In the event of any known or reported loss or damage you should promptly notify the Claims offices of the Company, as given under 'Claims Procedure' or the office of the Company that issued this policy, to protect the interests of all concerned. If no such party is available, then prompt notice should be given to the nearest accredited representative of Llyod's, London.

Preamble

In consideration of the Policyholder named herein paying to the Tata AIG General Insurance Company Ltd. (hereinafter called the Company) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Company agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

Important Note

This Policy shall be governed by and construed in accordance with the laws of India.

For and on behalf of

TATA AIG GENERAL INSURANCE COMPANY LTD.

ISSUED AT:

DATE :

Authorised Signatory

Agent/Broker:

**SCHEDULE ATTACHING TO AND FORMING PART OF TATA-AIG
GENERAL INSURANCE COMPANY LIMITED POLICY NO:**

Insuring Agreement

Premium

We hereby agree, in consideration of the payment of the premium, to insure against loss, or damage, liability or expense in the manner herein provided.

Bound To Declare

It is a condition of this contract that the Assured is bound to declare hereunder each and every shipment or sending or risk without exception falling within the terms of this contract whether arrived or not, the Companies being bound to accept same upto but not exceeding the limits specified herein.

Held Covered

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Companies and the right to such cover is dependent upon compliance with this obligation.

In the event of loss or damage that may result in a claim, immediate notice must be given to the Company.

Subrogation Clause

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedy, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss, destruction, damage or liability under this Policy, whether such acts and things shall be done or become necessary or required before or after their indemnification by the Company.

FORM :

The Assured

and/or Subsidiary Companies

Shipped or to be shipped per

Approved vessels (subject to the current Institute Classification Clause as attached hereto) and/or airfreight and/or Assured's own vehicles as agreed herein and/or independent carriers and/or parcel post and/or connecting conveyances thereto or held covered at rates and conditions to be agreed.

Voyages

Ports and/or Places in the ***** to Ports and/or Places in the *****and/or vice versa. But excluding shipments or sendings from or to or originating from or destined to **INDIAN GOVERNMENT PROHIBITED OR UNSANCTIONED** countries and those countries which have restrictive legislation on contracts of sale/placing of insurance.

Transits within India.

Transits to and/or from exhibition/demonstration venues and/or locations held covered at rates, terms and conditions, to be agreed,.

Whilst upon exhibition/demonstration, together with incidental storage prior to or upon completion, held covered at rates, terms and conditions to be agreed.

Including intermediate storage, other than ordinary course of transit, of stock and raw materials, work in progress located at the premises of the Assured, or other locations to be agreed or as specified herein, held covered, at rates terms and conditions to be agreed.

Including the risks of loading and unloading.

Transhipment where not customary held covered at rates, terms and conditions to be agreed.

Period of Insurance

Cover attaching for 12 months with effect from _____ and expiring at midnight of _____ , and being open for the full amount to accept all transits and/or voyages and/or other risks as per the Policy wording hereunder.

Subject Matter Insured

and/or similar interest pertaining to the Assured's business.

Basis of Valuation

1 IMPORTS PURCHASED UPON F.O.B., C.&F. OR SIMILAR TERMS OF PURCHASE AND GOODS SOLD C.I.F.

Invoice Cost plus all freight, packing and handling expenses, plus insurance costs, plus 10%, plus Duty if applicable, or as agreed prior to attachment of the risk.

2. INLAND SENDINGS INCLUDING EXPORT SHIPMENTS SENT UPON EX-WORKS, F.O.B., C.&F. OR SIMILAR TERMS OF SALE AND INCLUDING INTERESTS THAT MAY ATTACH HEREUNDER AS DEFINED BY THE SELLERS' INTEREST CLAUSE CONTAINED HEREIN

Gross Invoice price to customers or as may be agreed prior to attachment of risk.

3. EXHIBITIONS/DEMONSTRATIONS

In respect of machinery and/or equipment, current list price.

Stand, fixtures and fittings, and all other contents replacement cost.

Including freight and/or insurance and/or ancillary costs, plus duty if applicable.

4. STOCK &/OR RAW MATERIALS &/OR WORK IN PROGRESS

Cost price, plus cost of work expended up to date of loss.

5. REPRESENTATIVES SAMPLES &/OR ENGINEERS TOOLS AND EQUIPMENT

Replacement cost excluding betterment.

Limits

Rs NIL	per any one vessel and/or road and/or rail and/or aircraft and/or conveyance
Rs Nil	per any one location and/or loss
Rs NIL	per any one parcel post package / courier.
Rs NIL	any one exhibition/demonstration location and/or venue and/or loss.
Rs NIL	per any one representatives samples.
Rs NIL	per any one engineers vehicle.
Rs NIL	per any one own commercial vehicle

The limits above represent the maximum liability the Underwriters will accept automatically without prior agreement.

Clauses, Endorsements, Special Conditions and Warranties

(Unless otherwise stated/included or deleted, the attached clauses and endorsements form part of this Policy)

CLAUSES APPLYING:

Institute Cargo Clauses (A)	CL.252 01/01/82
Institute Cargo Clauses (B)	CL.253 01/01/82
Institute Cargo Clauses (C)	CL.254 01/01/82
Institute Cargo Clauses (Air)	CL.259 01/01/82
Institute War Clauses (Cargo)	CL.255 01/01/82
Institute War Clauses (Air Cargo)	CL.258 01/01/82
Institute War Clauses (by Post)	CL.257 01/01/82
Institute Strikes Clauses (Cargo)	CL.256 01/01/82
Institute Strikes Clauses (Air Cargo)	CL.260 01/01/82
Institute Radioactive Contamination Exclusion Clause	CL.356 01/10/90
Institute Replacement Clause	CL.161 01/01/34
Institute Classification Clause	CL.354 01/08/97
	CL.35401/01/01
Ionising Radiation, etc, Exclusion Clause	
Cargo ISM Endorsement	
Inland Transit (Rail or Road) Clauses -A	
Inland Transit (Rail or Road) Clauses - B	
Strikes Riots and Civil Commotion Clauses	
Limitation of Liability (Inland Transit) Clause	

Library of Clauses

1. Accumulation Clause

Should there be an accumulation of interest beyond the limits expressed in this section by reason of any interruption of the transit and/or an occurrence beyond the control of the Assured and/or by reason of any casualty and/or at a transshipping point and/or on a connecting vessel or conveyance it is agreed that such excess interest is covered hereunder subject to insurer's liability being limited to a maximum of twice the conveyance limits contained herein.

2. Airfreight Replacement Charges Clause

In the event of loss of or damage to the goods the Insurers shall accept 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 the Underwriters for such costs exceed Rs. 1,00,000 (Rupees one lac only) or any higher amount or as agreed, on each and every loss.

3. Attachment & Termination of Risk Clause

The insurance hereunder attaches from the time the Subject Matter Insured becomes at the Assured's risk or the Assured assumes interest and continues whilst the Subject Matter Insured is in transit and/or in store and/or elsewhere until final delivery to final destination as required. Including in Customs as required, and transshipment, craft & barge risks, whether customary or otherwise.

Further including the risks of loading prior to dispatch and unloading after arrival at Assured's premises and/or place of final delivery or destination.

4. Average Clause (applicable to static risks only)

If at the date of any loss and/or damage to the property at risk at any one location, or the total value at risk floating overall locations as specified herein shall be of greater value than the limits of liability then the Assured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

5. Brands Clause

The Assured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Assured as the manufacturer thereof, or exclusive and/or secret formula (formulae) 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 damaged by perils insured against which the Assured elects to either destroy or return to their factory, or recondition. Insurers being entitled to such salvage as may be obtained.

The Assured shall consult with the appointed surveyors/Insurers claims department to judge whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the Assured to be unfit for marketing shall be sold or otherwise disposed of except by the Assured or with the Assured's consent, but the Assured shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

6. Buyers Interest Clause

The goods as described in this section are insured against the risks specified in the Policy, but this insurance covers Buyers Interest only.

Claims in respect of loss or damage to the goods shall be payable hereunder only if and to the extent that the Seller and/or his Underwriters fails to pay for such loss or damage.

Underwriters to be subrogated to the Assured's rights against the Seller or any other parties interested in the shipment.

Any assignment of this Policy or of any interest or claim hereunder shall discharge Underwriters from all liability whatsoever. This insurance shall not pay any claims resulting from the Seller and/or his Underwriters being unable to reimburse the Buyer by reason of currency exchange controls.

Warranted the existence of this insurance shall not be divulged to the Seller of any other party(ies) interested in the shipment.

Warranted this insurance not to be deemed double insurance.

Warranted the Assured to take all reasonable steps to hasten delivery.

Warranted Underwriters are advised immediately the Assured becomes aware of any event that may result in a claim under this Policy.

7. Cancellation Clause

All risks (as described herein), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party.

The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice.

The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice.

Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

8. Changes in Water Table Clause

This Policy does not cover Damage attributable solely to change in the water table level.

9. Civil Authority Clause

Notwithstanding anything contained elsewhere in this section, it is understood and agreed that property which is insured under this section is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by war risks elsewhere excluded herein.

10. Claused Bill of Lading Clause

This Policy of insurance shall not be prejudiced solely by the reason of the marking of the Bill of Lading with a clause indicating items insufficiently packed.

11. Climatic Conditions Clause

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

12. Concealed Damage Clause

It is agreed that any loss or damage discovered on opening cases and/or packages and/or bales (even after risk has ceased hereunder) shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of the Assured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any cases and/or packages showing visible signs of damage must be opened immediately.

This agreement shall, however, only apply where such loss or damage is discovered within 30 days of arrival of the goods at the consignee's or other final warehouse.

13. Debris Removal Clause

It is agreed that in the event of the operation of an insured peril Underwriters will pay the costs and expenses necessarily incurred by the Assured in connection with :-

- (a) Removal of debris and/or destruction of damaged goods.
- (b) Dismantling and/or demolishing.
- (c) Shoring or propping up.
- (d) 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 the original conveyance which results in loss or damage to such items which is recoverable hereunder.

The indemnity in respect of this Clause shall be in addition to the indemnity provided elsewhere herein but shall be limited to a sum not exceeding 10% of the value of the goods insured or Rs.1,00,000 (Rupees one lac only) which ever is lesser.

In no case shall this Clause increase the liability of Underwriters beyond the limits of liability expressed elsewhere herein.

14. Declaration Clause

Declarations to be made to the company, as agreed.

15. Deliberate Damage - Pollution Hazard

This section is extended to cover loss of or damage to the property insured hereunder directly caused by governmental authorities acting for public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that a recoverable claim would have resulted under this section (subject to all of its terms, conditions and warranties) had the property insured sustained physical loss or damage as a direct result of the accident or occurrence which gave rise to the threatened pollution hazard.

This clause shall not increase the Limits provided for in this Policy.

16. Duty Clause

Increase Value by reason of payment of Duty and/or Levy is covered subject to the same conditions as are, or would be, applicable to the insurance on cargo hereunder and to pay on the same basis as such insurance cover but excluding: -

- (1) Total Loss, or Total Loss of part arising prior to Duty and/or Levy becoming payable and resulting in non-payment of Duty and/or Levy.
- (2) Liability for General Average Contributions and Salvage Charges unless the occurrence giving rise to the General Average occurs after Duty and/or Levy becomes payable.

Also including the Assured's liability for the payment of duty, following loss of or damage to the Insured Interest recoverable hereunder, to the Authority of any country through which the interest may pass prior to coming within the jurisdiction of the country of destination.

17. Exhibition/Demonstration Risks Extension

This insurance extends to include, under the Policy conditions, the insured property whilst in transit to and from the exhibition or demonstration site.

Whilst the property remains on such premises during unpacking, assembly and whilst on exhibition or demonstration, dismantling and repacking, but the overall period for such cover shall not exceed ___ days. Further periods held covered at rates, terms and conditions to be agreed.

Notwithstanding anything contained herein to the contrary, this insurance excludes the following:

- Loss or damage arising from latent defect or arising from faulty assembly or construction
- Loss or damage resulting from mechanical, electrical or manual operation of the Assured's property for demonstration or other purposes
- Third party liability absolutely
- Theft and/or pilferage from unattended exhibition/demonstration stand/trailer
- Theft and/or pilferage from unattended exhibition/demonstration site or storage area unless following forcible and/or violent entry and/or exit
- The first Rs.10,000/- of each and every claim
- This insurance excludes goods on exhibition/demonstration which are hired out by the Assured, unless agreed with Underwriters prior to attachment of risk

Unless the repacking of the goods after the exhibition or demonstration is carried out by professional exhibition/demonstration contractors and/or packers, this insurance warrants that the goods are repacked to not less than the same standard as for the outward journey and repacking is supervised by a responsible official of the Assured. Furthermore, warranted such official shall check quantity and condition of all items being returned at the end of the exhibition or demonstration.

18. Exhibition Abandonment Extension Clause

Indemnity hereunder is extended to include loss of expenses, (being expenditure directly incurred in connection with the exhibition, including advertising, printing and stationery, insurance premiums, charges for space and services, hire of stand, transport charges and costs of installation of stand fixtures and fittings), upto a maximum of Rs.2,00,000(Rupees Two lacs only) sustained by the Assured in consequence of abandonment or termination of the exhibition due to an insured loss of, or damage to, the Insured Interest whilst in transit to, or whilst at, the exhibition location.

Underwriters will indemnify the Assured for the full amount of expenses, as defined above, for any loss occurring prior to commencement of the exhibition arising from any loss or damages suffered during the transit to the exhibition or whilst at the site. In the event that loss or damage occurs during the term of the exhibition, Underwriters hereby will pay such proportion as the unexpired term bears to the full Schedule term of the said exhibition.

The Assured shall consult with the surveyors, appointed, and/or Underwriters' Claims Department to judge whether the loss, destruction or damage, is extensive enough to justify cancellation and/or non-attendance at the exhibition.

19. Fumigation Clause

In the event of loss of or damage to the property insured caused by fumigation, the Insurer agrees to indemnify the Assured for such loss or damage, and the Assured hereby agrees to subrogate to the Insurer to any recourse they may have for recovery of such loss or damage from others, but this clause does not extend to cover loss or damage caused by customary fumigation applied prior to or at inception of risk.

20. General Average

For the purpose of claims for General Average Contribution and Salvage Charges recoverable hereunder the property insured shall be deemed to be insured for its full contributory value.

21. Goods Purchased by the Assured upon "C.I.F." terms

Where goods are purchased "CIF" and the Supplier fails to effect insurance or effects an insurance which is subsequently rendered inoperative or which is more restrictive than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases the Underwriter will be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Insurers and/or other parties and in no case shall this insurance contribute in double insurance.

22. Goods Purchased by the Assured upon "F.O.B." or "C.&F." terms or similar terms

It is hereby understood and agreed, that the goods are at the Underwriters risk and that their liability to the Assured commences from the time the goods leave the Supplier's Factory, Warehouse, Store or Mill, as if the Contract of Sale was "ex-suppliers premises" notwithstanding that goods and/or interest may have been purchased on a "FOB" or "C&F" or similar terms, the Underwriters being subrogated to the Assured's rights of recourse against the supplier.

23. Increased Value upon Arrival Clause

On Increase Value of Cargo as described herein (whether such cargo is insured herein or otherwise) by reason of liability for and/or payment of freight and/or duty and/or any charges on arrival at the place where these or any of them become due.

This Policy covers all risks and embodies all the liberties clauses and conditions of the insurance on the cargo referred to above and is to be for the duration of such insurance on such cargo.

This Policy is to pay the same proportion of the amount of insurance hereunder as the sum paid on the cargo insurance referred to above bears to the amount of such cargo insurance except that until the liability to pay freight and/or duty and/or charges arising this Policy only covers particular and/or general average loss (other than liability for general average expenditure) of the cargo referred to above.

Should the liability to pay freight and/or duty /or charges be extinguished or diminished, then this insurance in the proportion of such extinction or diminution shall be deemed reduced.

24. Insolvency Of Shipowners

Clause 4.6. of I.C.C. (A) and of I.C.C. (C) is amended to read as follows:-

In no case shall this insurance cover loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel where the Assured is unable to show that, prior to the loading of the subject-matter insured on board the vessel, all reasonable practicable and prudent measures were taken by the Assured, their servants and agents, to establish the financial reliability of the party in default.

25. Labels Clause

Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

26. Letter of Credit Clause

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Assured named herein shall always be protected hereunder against all the risks covered by this contract wording.

27. No Survey Clause

No survey required on claims under :

- a. Rs.20,000 (Rupees Twenty Thousand only) in India.
- b. USD 2000 (US Dollars two thousand only) or equivalent in any other currency outside India excluding Bangladesh, Bhutan, Maldives, Nepal, Pakistan, and Srilanka.

In the event of loss or damage which may result in a claim under this section amounting to the above amount or over, or equivalent (as at the date of loss) in any other currency, immediate notice should be given to the AIG claims representative at the port or place where the loss or damage is discovered in order that he may examine the goods and issue a survey report.

28. On-Deck Shipments

On-Deck shipments (unless in containers, intermodal, over the road or similar type) subject to an on-deck Bill of lading are subject to the Institute Cargo Clauses (C) CL. 254 1/1/82.

29. Own Sheets & Ropes Clause

Underwriters agree to indemnify the Assured for loss or damage to sheets ropes toggles and the like, the property of the Assured whilst contained on or in any vehicle the property of the Assured and/or within their care, custody and/or control, but limited to Rs.5000 (Rupees five thousand only) each and every loss, excluding wear tear and depreciation.

30. Own Vehicle Debris Removal Clause

Underwriters agree to indemnify the Assured for the costs incurred in the removal of goods and/or merchandise debris following the operation of a peril insured against during the course of transit by the Assured's own vehicles and/or those within their care custody and/or control.

Indemnity shall be limited to a sum of Rs.10,000 (Rupees ten thousand only) each & every loss.

31. Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the property insured, the Insurer hereby agrees that it will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the named Assured and the insufficiency or unsuitability arose entirely without the named Assured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container and/or other similar inter-modal methods of unit load.

The Assured agrees to assist the Insurer in all respects to pursue rights of recovery against sellers and/or other responsible third parties.

The above agreement is not to interfere with rights of subrogation against packers and/or their insurers.

32. Packers Premises Extension

Underwriters will indemnify the Assured for loss and/or damage to goods temporarily removed to the premises of packers, for the purpose of packing, consolidation, loading and/or stowing of containers or trailers, but limited to a period not exceeding thirty days after the date of arrival on site.

33. Pair & Sets Clause

Where any insured item consists of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article(s) may have as part of such pair or set nor more than a proportionate part of such pair or set.

34. Pollution & Contamination Exclusion Clauses

Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- (a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- (b) any of the perils listed in (a) above which itself results from pollution or contamination.

The Company (Insurers) will not pay for any costs or expenses: -

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this Policy.

35. Process Clause

It is hereby noted and agreed that the loss, damage or destruction directly caused by any risk of trade, manufacturing process and/or treatment and/or usage or demonstration is specifically excluded.

36. Repacking Clause

It is understood and agreed that should outer packing be damaged from any peril insured against which renders interest unfit for on-shipment or distribution, irrespective of final destination shown herein Underwriters to pay the cost of reasonable repacking expenses, provided such damage occurred during the currency of this insurance.

37. Rejected or Returned Shipments Clause

In the event of shipments insured under this section being rejected or returned for any reason, such shipments are covered continuously hereunder, including whilst in warehouse or elsewhere until finally disposed of by the Assured.

Reports of such detentions and/or returned shipments to be made to the Insurer at destination or origin as soon as known to the Assured.

Rates for such risks to cover storage rates for the period at original destination, or elsewhere, plus transit rate as per cover for return journey.

In those cases where returned goods were not insured under this section for the outward voyage or where cover under this section has not been continuous, then it is agreed that shipments are held covered subject to the Institute Cargo Clauses (B) including heavy weather damage and loss overboard, and Institute War and Strikes Clauses at rates to be agreed.

However, at the Assured's option goods may be insured hereunder at full cover conditions for the return voyages at + 150 per cent of Marine rates plus scale War, Strikes, Riots and Civil Commotions risks rate.

38. Seals Intact Clause (operative in respect of F.C.L. consignments only)

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.

39. Sellers' Interest

In respect of those exports sold on F.O.B., C.&F. or similar terms and where the Assured are not obliged or instructed to arrange insurance hereunder, but excluding F.O.B. or C.&F. Sales made through confirming houses and the like and where full payment is received before shipment, the following shall apply.

- (1) This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on "free on board" and "cost and freight" terms despatched on or after the commencement date appearing in the Policy.
- (2) This insurance commences from the attachment of the Assured's interest in the goods but unless otherwise specifically agreed not prior to the time the goods are set in motion in the Assured's and/or Sub-Contractor's Premises, Storage Depots and/or Warehouses for the commencement of Transit and terminates when the goods are delivered into the carrying vessel at the port of place of loading. Including all Loading and Unloaded Risks.

During this transit this insurance is subject to the standard Marine Policy Form incorporating cover against perils as per contract wording and Institute Strikes Clauses.

- (3) Thereafter cover re-attaches retrospective to the commencement of the transit 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 Assured with respect to the contract of sales;
 - (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 at 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 Assured 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 Assured must use all reasonable and usual care, skill and aforethought and take all practical measures, including measures which may be required by the Insurers to prevent or minimise loss, and to enforce the contract of sale.
- (5) All rights and benefits against the buyer and/or the buyers insurers, and/or carrier(s) and/or persons are to be subrogated to the Underwriter.
- (6) The Assured must advise the Underwriter 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 or in the Institute Clauses incorporated herein by reference.
- (8) This insurance and any money payable under it is not assignable without the consent in writing of the Underwriter.
- (9) The existence of this Insurance is not to be disclosed to the buyer.
- (10) In circumstances where the Buyer's Insurers have settled a claim but where the buyer is unable to effect payment of the Assured's invoice in full or in part, due to foreign exchange regulations, Underwriters hereunder agree to advance the unpaid amount to the Assured, provided the Assured subsequently takes all reasonable steps to recover the unpaid amount from the Buyer, in order to reimburse Underwriter.

40. Shortage from Containers, Trailers and/or Vehicles Clause

In respect of shipments in containers, curtain sided trailers or full vehicle loads, provided documentary evidence is produced to substantiate the quantity loaded into such containers, trailer or vehicle, the fact that the container's, trailer's or vehicle's seal is intact at unloading point shall not invalidate claims for theft, pilferage, shortage and non-delivery.

41. Trade Marked Cartons

It is understood and agreed that this section is to cover damage to trade marked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repacking.

42. Testing & Sorting Clause

To include the additional Costs of Testing and Sorting following and incurred as a result of a peril insured against but not exceeding Rs.5000 (Rupees five thousand only) unless such costs are reasonably incurred in order to minimise and/or avert a loss for a greater amount which would be covered by the Policy.

43. Theft Co-Insurance Clause

If during the ordinary course of transit between the hours of 9.00 p.m. and 6.00 a.m. vehicle(s) containing the goods and merchandise insured herein are parked or garaged other than in compliance with the Warranty in this Policy extends to include such goods and merchandise and the Assured shall be deemed to be his own insurer for 20% of all losses arising from theft of or from vehicle(s).

In addition to the above it is also agreed that ALL protective appliances that are fitted and ALL locking devices shall be properly and adequately maintained and will not be withdrawn without prior notification and agreement of Underwriters.

All protective appliances shall be put into effect upon the vehicle being left locked and unattended any time throughout the day.

Warranties

Own Vehicle Warranties

All points of entry and/or access to vehicles, the property of the Assured and/or those within their care and/or custody and/or control are securely locked and closed, and the ignition keys removed from the vehicle whenever left loaded and unoccupied (so far as ferry and/or local fire regulations permit).

All protective devices, including alarms and immobilisers, are to be in working order and put into operation whenever a vehicle is left loaded and unoccupied.

Goods to be placed in the boot of the vehicle or covered over in estates/hatchbacks.

In respect of theft from loaded and unattended vehicles the property of the Assured or for which they are responsible, and/or within their care, custody or control, cover shall cease:

Either

(i) upon completion of the drivers or employees working day

Or

(ii) between the hours of 9.00pm and 6.00am or upon the collection by the driver or other authorised employee whichever shall first occur.

Whilst in buildings, the goods shall be contained within a locked and secure room and/or storage space whilst not in use.

Excluding theft unless following forcible and violent entry into the vehicle(s).

Exclusions

Excluding Rust, Oxidation and/or Discolouration to unpacked, unprotected and uncrated goods howsoever caused.

Excluding Electrical and/or Electronic and/or Mechanical Derangement and/or Breakdown unless caused by a peril insured against.

Excluding mysterious disappearance and/or stock taking losses of any nature.

Excluding mysterious disappearance and/or stock taking losses of any nature from exhibition stands or locations, when such exhibition stands have been left unoccupied at any time during published opening hours.

Excluding theft or attempt thereat from own vehicles or premises unless involving forcible and/or violent entry.

Excluding theft from all storage locations unless involving forcible and/or violent entry and/or exit.

Excluding theft attributed to collusion of employees.

Excess

Note

"The Institute Clauses referred to herein are those current at the inception of this Open Cover but should such Clauses be revised during the period of this Open Cover, and providing that Companies shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice".

Premium

Minimum Premium: Rs.

Service Tax : Rs.

Stamp Duty : Rs.

Rates

Rating Schedule

Where rates are shown as inclusive of the rates for war and strikes current at the time of inception of the risk, Underwriters reserve the right to charge as an additional premium the difference between the current rate and any revisions that may be made from time to time.

All other voyages coverable hereunder are held covered at terms and conditions to be agreed prior to dispatch with Underwriters.

Claims Procedure

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised

In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than

as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carrier or other Bailee's representative if any loss or damage be apparent and claim on the Carrier or other Bailee for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the Port Authorities at the port of discharge.

Instructions for survey

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representatives at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

Documentation of claims

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable

1. Original policy or Certificate of Marine Insurance
2. Original copy of Shipping Invoices, together with Packing List, and / or Weightment notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report and other documentary evidence, if available, to show the extent of the loss or damage.
5. Landing Remarks/ Account and Weightment notes at final destination
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage

AIG WORLDWIDE MARINE CLAIMS OFFICES : <http://www.aigonline.com/mc>

TATA AIG MARINE CLAIMS OFFICES IN INDIA :

Location	Name of claims incharge	Address, Phone no., Fax no.	email address	After office hours tel.no.
Bangalore				
Calcutta				
Chennai				
Delhi				
Hyderabad				
Mumbai				

TATA AIG GENERAL INSURANCE COMPANY LIMITED

CERTIFICATE OF MARINE INSURANCE

No.

THE ASSURED :		AMOUNT INSURED	
VESSEL/CONVEYANCE:		B/L, AWB, R/R, C/N NO.:	
AT AND FROM:		TO:	TRANSHIPMENT AT (subject to prior agreement):
SUBJECT MATTER INSURED		MARKS & NUMBERS	

SO VALUED:

INSURING CONDITIONS AND WARRANTIES

Sea Shipments

Institute Cargo Clauses (A) – 1.1.82
Institute War Clauses (Cargo) – 1.1.82
Institute War Clauses (sendings by Post) – 1.1.82
Institute Strikes Clauses (Cargo) – 1.1.82
Institute Classification Clause – 1.8..97
Institute Replacement Clause – 1.1.82
Cargo ISM Endorsement

Air Shipments

Institute Cargo Clauses (Air) (excluding sendings by post)– 1.1.82
Institute War Clauses (Air Cargo) (excluding sendings by post) – 1.1.82
Institute Strikes Clauses (Air Cargo) – 1.1.82

Domestic Shipments

Inland Transit (Rail or Road) Clauses – A
Strikes Riots and Civil Commotion Clauses
Limitation of Liability (Inland Transit) Clause

Subject to the conditions of the Open Policy No.

Of Tata AIG General Insurance Company Limited

SETTLING AGENT	CLAIM REPRESENTATIVE
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Loss, if any, payable to the ASSURED or order upon surrender of this CERTIFICATE
It is understood and agreed that this CERTIFICATE represents and takes the place of the policy and conveys all the rights of the original policyholder (for the purpose of collecting any loss or claims), as fully as if the property were covered by a special policy direct through the holder of this CERTIFICATE.
It is agreed that, upon payment of any loss or damage, the Insurers are to be subrogated to the extent of such payments to all the rights of the Assured under the Bills of Lading or other contracts of carriage.

**IMPORTANT
PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE
LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised
In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carrier or other Bailee's representative if any loss or damage be apparent and claim on the Carrier or other Bailee for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the Port Authorities at the port of discharge.

INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representatives at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable

1. Original policy or Certificate of Marine Insurance
2. Original copy of Shipping Invoices, together with Packing List, and / or Weightment notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report and other documentary evidence, if available, to show the extent of the loss or damage.
5. Landing Remarks/ Account and Weightment notes at final destination
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage

ISSUED AT:

For and on behalf of
TATA AIG GENERAL INSURANCE COMPANY

DATE:

Authorised Signatory