

Chola MS Transporter's Legal Liability Insurance Policy

Policy Wordings

WHEREAS the Insured named in the Schedule hereto carrying on the business of Common Carriers and none other for the purpose of this insurance has by a proposal and declaration applied to **Cholamandalam MS General Insurance Co Ltd** (hereinafter called "the Company") for the insurance hereinafter set forth and has paid or agreed to pay to the Company the premium, set out in the Schedule as consideration for such Insurance for the period stated in the Schedule.

COVERAGE

Subject to the limits, exclusions and conditions or other terms contained herein or endorsed here on the Company hereby agrees to **indemnify** the Insured against his/its **legal liability** for actual physical loss of or damage to **Goods** whilst being transported in India by a **Vehicle** specified in the Schedule by the Insured under a contract of carriage in writing **Provided,**

a) such loss or damage is directly caused by fire or accident to the carrying Vehicle stated in the Schedule during the Period of Insurance and within the Duration stipulated hereunder, on account of negligence of the Insured or negligence or criminal act of his employees or servants, and

and

b) the **Vehicle** is damaged by such fire or accident and a claim in respect thereof is admitted under the Motor Insurance Policy covering the same.

The indemnity shall include costs and expenses that may be incurred with the written consent of the Company by the Insured in defending a claim against it in connection with the loss or damage to Goods.

DURATION

The Cover shall apply only to fire or accident occurring during or after loading of the Goods on the Vehicle at the point of origin and until unloading of the same at the destination named in the contract of carriage or expiry of 4 days after the first arrival of the Vehicle at the city or town of such destination, whichever may first occur.

LIMIT

The indemnity under this Policy shall not exceed;

a) the **Per Event sum** stated against AOA (Any One Accident) in the Schedule for all loss/damage in respect of a fire or accident or series of fires or accidents, arising out of any one event or occurrence and

b) in no case exceed the **Total Sum Insured** stated against AOY (Any One Year) in the Schedule in respect of all loss or damage occurring during the period of this insurance.

The Insured shall bear the amount stated as Deductible in the Schedule which shall be deducted out of any admissible claim.

EXCLUSIONS

The Company shall not in any circumstances be bound to indemnify under this Policy in respect of:

1. Liability for loss or damage to Goods due to accident occurring beyond the Period of Insurance and Duration of insurance stipulated herein
2. Liability for death/injury/property damage under Motor Vehicles Act arising out of use of the Vehicle or liability of any other nature whatsoever except in respect of Goods as per terms of Coverage clause stipulated herein.
3. Liability undertaken by the Insured by contract or agreement unless such liability would have arisen and the Insured would have been liable at law governing the carriage notwithstanding such agreement.
4. Liability in respect of damage to Goods belonging to or in the custody or control of the Insured or any servant, agent or sub-contractor of the Insured or to any other party, except those being transported by the Insured under a contract of carriage issued by it in its standard form.
5. Liability for loss or damage to Goods directly or indirectly arising from:
 - a. Inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable Goods.
 - b. Depreciation, delay, loss of market, or any action including confiscation by a lawful or any Public Authority
 - c. Consequential Loss arising from loss or damage to Goods.
 - d. War (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God,
 - e. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.
 - f. any change in Law after issue of this insurance
 - g. refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit, License or sanction or deciding to revoke or qualify any such permit.
 - h. strikes or riots or Terrorism
 - i. Contraband or Goods which are being smuggled or otherwise transported illegally.

CONDITIONS

General

1. This Policy shall be void in the event of misrepresentation or non-disclosure of material particulars.
2. No waiver of any terms, provisions, conditions and endorsements of this Policy or renewal thereof shall be valid unless made in writing signed by an authorized official of the Company.
3. No alteration in the terms of this Policy, or any endorsement therein, will be valid unless the same is signed or initialed by an authorized representative of the Company.
4. Every notice or communication to the Company shall be in writing and sent to the office of the Company from which this Policy was issued.
5. The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured and/or his agents or servants insofar as they relate to anything to be done or complied with by the Insured, shall be condition precedent to liability of the Company to make any payment under this Policy.
6. If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.

Duties of Insured

7. It is the duty of the Insured and its employees/agents in all circumstances, to act with reasonable dispatch and take such measures as may be necessary for the purpose of averting or minimizing a loss.
8. The Insured shall always ensure that all rights against bailees, or other third parties are properly preserved and exercised as a condition precedent to claim under this Policy.
9. The Insured shall at all times exercise necessary care to ensure that
 - A) only competent employees and agents are employed to handle the Goods and the Vehicles; ,
 - B) the Vehicles and their accessories and fittings are maintained in sound roadworthy condition and are fit for the purpose for which they are used;
 - C) all statutory requirements including Rules and Regulations imposed by any public authority are duly observed and complied with in respect of use of the Vehicle and carriage of the Goods.
10. The details of all contracts of carriage issued, freight earned and of all vehicles employed or utilized shall be properly recorded and the Insured shall at all times

allow the Company to inspect such account and records and furnish copies as may be required by the Company

11. The Insured shall maintain written record at each of its depots or delivery stations of the condition and nature of Goods received in an apparently damaged condition immediately at the time of such receipt.

Claims

12. Upon the happening of any event or occurrence giving rise or likely to give rise to a claim under the Policy the Insured shall:
 - i. Give immediate notice to the Company in writing of the same and shall without any delay and at his/its own expense, furnish all such information, explanation, vouchers, proof and such other evidence to substantiate the claim as may be reasonably required by the Company.
 - ii. Take effective and immediate action against person or persons responsible for the occurrence resulting in the loss or damage to the Goods and recover the same.
 - iii. Take steps to secure the Goods from further loss/damage.

Failure of the Insured to comply with the above shall discharge the Company from liability towards loss or damage arising out of such event.

13. Any notice of claim or proceeding against the Insured for loss or damage to Goods in circumstances covered by this Policy shall be immediately intimated in writing to the Company.
14. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured in respect of any claim made or likely to be made under this Policy, without the prior written consent of the Company.
15. The Company may in its sole discretion, have the right to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured or to prosecute in the name of the Insured any claim for recovery of loss incurred under this Policy from any third party who may be liable to the Insured. The Company shall have the full discretion in the conduct of such proceedings including settlement thereof and in such event the Insured shall provide all necessary information, assistance and support as the Company may require in that behalf. The obligation of the Insured shall include attendance at hearings, trials, tendering oral and documentary evidence, securing the attendance of witnesses and in such manner as may be necessary for effective defence, settlement or prosecution by the Company.

Subrogation

16. Upon settlement of a claim, the Company shall be entitled to subrogation of rights and remedies that the Insured may have against any other party in respect of the loss or damage to Goods.

Contribution

17. If in respect of any liability covered by this Policy there is any other insurance covering the same liability of the Insured, the Company shall not be liable to pay or contribute more than a rateable proportion of such liability. This Condition shall apply notwithstanding the existence of any clause or condition of non-contribution or non-participation in the other insurance Policy or cover.

Renewal

18. This policy may be renewed by mutual consent.

19. No payment of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorized Representative of the Company shall have been issued thereof.

Cancellation

20. The Company may cancel this Policy by sending fifteen days notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force.

21. The Insured may also cancel this Policy by written notice to the Company at any time during the Period of this Insurance. Upon such cancellation, if no claim is made or has arisen during the Period of Insurance, the Insured shall be entitled to a refund of premium after adjustment of premium at the Company's short period rates for the period the Policy has been in force.

Short Period Rates

Period not exceeding	Rate of Retention
1 Week	10% of the Annual Premium
1 Month	25% of the Annual Premium
3 Months	50% of the Annual Premium
4 Months	60% of the Annual Premium
6 Months	75% of the Annual Premium
8 Months	85% of the Annual Premium
Exceeding 8 Months	Full Annual Premium

22. The Policy shall also stand cancelled with immediate effect if:

- i. The laws relating to carriage of Goods are altered in any way
- ii. Any change occurs in the ownership or management of the Insured or the area of Operation
- iii. Any material change occurs in the information provided in the proposal form unless such change or alteration is brought to the notice of the company in advance and revised terms and premium required by the Company are agreed to and paid.
- iv. In the event of such cancellation after a claim has arisen during the current Policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of cancellation, pro-rata refund of premium for complete unexpired months shall be allowed.

Arbitration

23.If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted by the Company), such difference shall independent of all other questions be referred to the decision of a Sole Arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by the two arbitrators and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referred to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

Disclaimer

24.It is hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of any suit or proceeding in a Court of Law or other forum having jurisdiction, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable thereafter.

Grievances

25.As an esteemed customer of our company, you can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to you. The contact details of our office are given below for your reference.

**Cholamandalam MS General Insurance Company Limited
Customer Services Division,**

Address: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.
Toll free: 1800 200 5544
E-MAIL: customercare@cholams.murugappa.com
WEBSITE: www.cholainsurance.com

In case You are not satisfied with Our decision / resolution, You may approach the Insurance Ombudsman, within whose jurisdiction Our branch or office is located. The details are as per the table below:-

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014.	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

	<p>Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com</p>	
BHOPAL	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <u>BHOPAL(M.P.)-462 023.</u> Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in</p>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in</p>	Orissa
CHANDIGARH	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in</p>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in</p>	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23239633 Fax : 011-23230858 Email jobdelraj@rediffmail.com</p>	Delhi & Rajashthan
GUWAHATI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Over bridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u></p>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

	Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 th Floor, KOLKATA-700 001. Tel : 033-22134866 Fax : 033-22134868 Email iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annex, S.V. Road, Santacruz (W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made

- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer;
- within a period of one year from the date of rejection by the insurer;
- if it is not simultaneously under any litigation.

IMPORTANT:

The Policy Schedule and any Endorsement are to be read together and any word or such meaning wherever it appears. The terms, conditions and exceptions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.