

Shri Contractor's Protection Package Policy– Policy Wording

SHRIRAM General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

1. Definition

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

Accident or Accidental

An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

Capital Sum Insured

Means the amount stated in the policy schedules such or limited to the specific insurance details in any section of the policy. The capital sum insured shall be subject at all time to the terms and conditions of the policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.

Civil War

means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Condition Precedent

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

Dependent child

means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent source of income. Further, the age of the child must be between 3 months to 25 years and who shall be unmarried and financially dependent.

Disclosure to Information Norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Family

Family means self, spouse, dependent children and dependent parents.

Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.



Injury/ Bodily injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Insured

means the Individual, organization, institution, firm, society or body corporate engaged in any trade or business in India on whose name the policy is issued.

Assured

Is one who is covered under the policy. His full name and address should be mentioned correctly

Insured Event

means an event, loss or damage for which the Insured/Insured Person is entitled to benefit/s under the Policy.

Limit of indemnity

Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified in the Section 2 - Coverage.

Medical Practitioner/ Physician

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

Notification of Claim

Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

Nominee

Nominee means a person designated by insured person to receive the proceeds of this Policy upon death of insured person.

Permanent total Disability

A disability condition certified by Civil Surgeon of Government Hospital stating the continuous and permanent:

- loss of the sight
- Loss of hands or feet
- loss of hearing
- loss of Speech

Permanent Partial Disability

A disability condition certified by Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability

Policy

Policy document is a legal document which is an evidence of the contract of Insurance between the Proposer/Insured and the Insurer and inter alia, includes the Proposal Form, Declaration Form, the Policy Schedule, Company's covering letter to the Insured, any enrolment forms, endorsements, papers or riders attaching to or forming part hereof, issued either at the inception or during the Policy Period.

Policy Period/Period of Insurance

The period between and including the start and end dates shown in the schedule

Proposal and Declaration Form

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

Renewal



Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

Schedule

Means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, coverage and the limits to which benefits under the Policy are subject to.

We, our, US, ours, the company

Means The Shriram General Insurance Company Limited.

2. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable to indemnify under any section of this policy any direct or indirect loss/damage or liability or expenses howsoever caused on account of the following unless specifically provided in any of the sections:

1. Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
2. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.
3. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless covered specifically.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. (A uniform definition of terrorism is used throughout this document)

In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

4. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
5. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Liability arising due to martial law or state of seizes or any of the event or cause which determines the proclamation or maintenance of martial law or state of seize
7. Loss or damage wear and tear, depreciation, gradual deterioration/ development of flaws, atmospheric or climatic condition.
8. Loss or damage caused by or arising out of wilful act/gross negligence of the insured.
9. Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, mis description or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.



10. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.

3. CONDITIONS APPLICABLE TO ALL SECTIONS:

The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

1. The Insured shall take all reasonable steps to safeguard the Property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent all accidents and shall comply with all statutory or other regulations.
2. The Company shall have free access to inspect any Property insured and the books of accounts of the Insured. If at any time any event shall occur materially affecting the risks insured hereunder the Insured shall give notice in writing to the Company immediately
3. In the event of any occurrence which may give rise to a claim for indemnity under the Policy the Insured shall give notice thereof to the Company in writing. Every letter, claim, summons and legal process pertaining to the coverage offered under this Policy and the Property insured covered hereunder shall be notified or forwarded to the Company immediately.

Notice shall also be given to the Company immediately after the Insured shall have knowledge of any impending prosecution, inquest or enquiry in connection with any such occurrence as aforesaid. In case of claim or generally, the Company may be contacted at the following address:

Shriram General Insurance Company Limited:
E-8, EPIP, RIICO, Sitapura, Jaipur

4. The Insured shall not admit any liability or make payment of or negotiate any sum without the consent in writing of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the Insured and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

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

5. The insurance granted by this policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.
6. The Company may after admission of liability pay to the Insured/third party the maximum indemnity amount on receiving the documentary evidence and thereafter the Company shall not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
7. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to the panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of



the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under in accordance with the provisions of the Arbitration and Conciliation Act,1996 (with amendments, modifications and statutory re-enactments, if any, being applicable)

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also 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 a suit in the court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured if the insurance have been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured.
9. The Proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The applicant further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

This policy shall be voidable at the option of the company in the event of misrepresentation, mis-description or non-disclosure of any material particular by the insured. Any person who, knowingly and with intent to defraud the insurance company or other persons, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the insurance company's sole discretion and result in a denial of insurance benefits.

10. The claim will be paid for the occurrences specified in each Section within the Policy period only.
11. Average: If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.
12. Cover under this policy shall cease to attach:
 - a) if the Insured shall cause or suffer any material alteration to be made in the insured subject matter or anything to be done whereby the risk is increased;
 - b) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.
13. This Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.
14. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.
15. The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.



16. The Insured shall 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 required by the Company in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
17. The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the insured or his legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured / Insured Person, his/her nominee or legal representatives shall in all cases be a full, valid and effectual discharge to the Company.
18. The Insured /Insured Person agree to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.
19. All claims shall be payable in India in Indian Rupees only. No sum payable under this Policy shall carry interest.
20. There is a possibility of revision/ modification of terms, conditions, coverage's and/or premiums of this product at any time in future, with appropriate approval from IRDAI. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect.
21. The insured can change the nominee to whom such payment is to be made at any time during the Policy Period, provided that such change shall only be effective when the insured has notified us and We have recorded the change by an endorsement to this effect.
22. In the event the claim is not settled within 30 days we will be liable to pay interest at a rate, which is 2% above the bank rate or regulatory provisions applicable from the date of receipt of last relevant and necessary document from the insured/ claimant by us till the date of actual payment.

23. **Cancellation**

For cancellation of insurance policy during the currency either wholly or in part -

At the option of the Insurer, a pro-rata refund of premium may be allowed for the unexpired term on demand.

At the Insured's request, refund of premium may be allowed after charging premium for the time insurance was in force on short period scale subject to the retention of minimum premium by the Insurer.

However, if, policy is replaced by new annual one, covering identical equipment/machines for Sum Insured not less than the respective Sums Insured under the cancelled policy, refund of premium may be allowed on pro-rata basis subject to retention of minimum premium and subject to no loss.

If the risk is insured under short period scale, refund may be calculated at pro-rata of the short period scale of premium provided such cancellation is followed by an annual policy for Sum Insured not less than the Sum Insured under cancelled policy. Otherwise, retention of premium shall be on short period scale.

For the Sum Insured not replaced in the renewed policy after cancellation, refund must be calculated after charging premium on such sum for the time insurance was in force on short period scale subject to retention of minimum premium by the Insurer.



In case of revision of Tariff rates/excess, it is not permissible to cancel the policy and allow a refund of premium whereby an Insured pays lower premium for an insurance than is payable at the rates applicable at the commencement of the policy-

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this policy

Short Period Scale:

Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

4. Section I - Contractor's Plant And Machinery Insurance

WHEREAS the insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Shriram General Insurance Co. Ltd. (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

NOW THIS POLICY OF INSURANCE WITNESSETH

THAT subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Insured Property specified in the attached Schedule(s) whilst at the location mentioned therein necessitating its immediate repair or replacement. This Policy shall apply to the insured items whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection, but in any case only after successful commissioning. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such item in the attached Schedule(s). However the sum insured under such item can be reinstated after occurrence of a claim for balance period.

Special Exclusions:

The company shall not be liable under this policy in respect of

- the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- Loss or damage due to electrical or Mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage such consequential damage will be indemnifiable.
- loss of or damage to replaceable parts and attachment such as bits, drills, knives or other cutting edges, saw blades dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, joining and packing material regularly replaced;
- loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine;
- loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction site;
- loss of or damage to Hull and machinery of waterborne vessels or crafts, however this exclusion shall not apply to Contractors Plant and machinery mounted on water borne vessels or crafts for the purpose of use for the contract work.

- g) loss or damage due to total or partial immersion in tidal waters;
- h) Loss or damage whilst in transit, from one location to another location. (Public Liability will not be payable while Contractors Plant & Machineries are on Public Roads).
- i) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
- j) loss or damage occurring whilst any insured item is under- going a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
- k) Loss of or damage to plant and/or machinery working underground. **Note-** This does not apply to Machineries used in Tunnelling works.
- l) loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of the insured or his representatives, whether such faults or defects were known to the Company or not;
- m) loss or damage for which the supplier or manufacturer is responsible either by law or under contract;
- n) Loss or damage discovered only at the time of taking an inventory or during routine servicing.
- o) Terrorism Damage Exclusion Warranty:

“Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured.”

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Provisions:

1. Sum Insured:

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties if any and erection costs.

2. Basis of Indemnity:

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its condition immediately prior to the accident/loss plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is totally destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for dismantling of the machinery destroyed but the salvage shall be taken into account.

Any extra charges incurred for overtime, night-work, work on public holiday, express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawing, patterns and core boxes necessary for the execution of a repair, not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alteration, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

If the sum insured is less than the amount required to be insured as per Provision- I herein above, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such a case claims can be settled on 'Indemnity Basis'.

3. Miscellaneous:

The Insured shall -

- a) Take all practicable steps including in the case of machinery lost or stolen or willfully damaged by giving of immediate notice to the Police to recover any property lost or stolen and in the case of theft or willful damage to discover the guilty person or persons.
- b) produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss destruction or damage in respect of which a claim is made has actually arisen from one of the risks insured.

4. Obligations of the Insured:

- a) The Company's officials and/or their representatives shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk.
- b) In the event of any;
 - i) Material change in the original risk,
 - ii) Alteration, modification or addition to an insured item,
 - iii) Departure from prescribed operating condition, whereby the risk of loss or damage increases.
 - iv) Change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place.

The Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

5. Duties Following An Accident:

In the event of any occurrence which might give rise to a claim under this policy the Insured shall -

- a) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.
- b) take all reasonable steps within his power to minimise the extent of the loss or damage or liability;
- c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company;
- d) Furnish all such information and documentary evidence as the company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claims form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 7,500/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repairs or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.



The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

Endorsements:

1. Escalation clause:

Attached to and forming part of the Policy No. _____

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s) the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified Percentage Increase per annum

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers:-

- (i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

2. Owner's surrounding property:

Attached to and forming part of the Policy No. _____

In consideration of insured having paid extra premium amounting to Rs. _____ it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in views for construction or erection during period of policy.

The Company pays to the insured the value of the damaged property at the time of accident or at its ---- reinstate or replace such damage property or any part thereof provided that -

The liability of the Company shall in no case exceed Rs. _____ for any one accident or series of accidents arising out of any one event and in the whole the total indemnity of Rs. _____ during the currency of the Policy.

The insured shall bare the same excess as mentioned in the schedule of the policy.

In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

3. Third Party Liability:

Attached to and forming part of the Policy No. _____

In consideration of the payment of the additional premium of Rs. _____ it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:



- a) against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises/ location or employees of the other firms/connected with any other work site/ premises/ location or members of the family of the insured or any of the aforesaid.

Exclusions under the TPL extension:

The Company will not indemnify the insured, under this extension in respect of -

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing any thing covered or coverable under the policy.
- c) Liability consequent upon -
 - i) bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/ premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
 - ii) loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family members of any of the aforesaid.
 - iii) any accident cost by vehicles licensed for general road or by waterborne vessels or used aircraft.
 - iv) any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Conditions applying to TPL extension:

- No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/for any one period, after deducting therefrom in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

4. Express Freight:

Attached to and forming part of the Policy No. _____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Extra Premium Rs. _____

5. Air Freight:

Attached to and forming part of the Policy No. _____

It is hereby declared and agreed that the Policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.

In consideration thereof an additional premium of Rs. _____ is charged hereby.

Limit of indemnity shall be Rs. _____ during currency of the Policy.



Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the policy.

Subject otherwise to terms, conditions and exceptions of the Policy’.

6. Additional Customs Duty:

In consideration of the Insured having paid an additional premium of Rs. _ it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount of Rs. ___ which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

Each and every claim payable under the extension shall be subject to an Excess of 5 % of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.
Subject otherwise to the terms, conditions and exceptions of the Policy.

Note-

- For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.
- Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

7. Insurance of All Types of Cranes:

The following Endorsement wording is to be used for covering Cranes of any type -

‘It is understood and agreed that the Insurance by this Policy shall include sudden and unforeseen damage to ropes/slings resulting in their actual and complete severance. It shall not include breakage or abrasion of wires or strands of rope/slings although replacement is necessitated thereby’.

8. For Insurance of Imported Machinery:

The following endorsement wording is to be used: -

‘The indemnity provided by this policy does not extend to include cost incurred/time involved in the movement of the machinery and/or any other property and/or personnel out side territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged’.

5. Section II –Individual Personal Accident Insurance

Our liability to make payment to insured person named in the schedule for one or more of the events described from 5.1 to 5.3 below, is limited to the Sum Insured mentioned in each of the respective section (5.1. to 5.3)

Insured Person agree that We shall deduct from any amount We have to pay under 5.1 to 5.3 any amount that We have already paid under any of 5.1 to 5.3, so that our total payments do not exceed the Capital Sum Insured under this policy. However, if We become liable to make payment under 5.1 or 5.2, then this insurance will cease as far as insured person named in the schedule are concerned.

5.1. Accidental Death

We will pay the nominee 100% of the sum insured shown under each of the Basic Plan, Basic Plus Plan or Advance Plan that is selected by Insured Person, if during the Policy Period, insured person named in the schedule meet with any Accidental Bodily Injury, that causes his/her death within 12 Months from the date of such accident and such accident is the sole and direct cause of such death.

5.2. Permanent Total Disability

We will pay Insured Person 100% of the sum insured shown under Basic Plus Plan or Advance Plan that is selected by Insured Person, if insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability (shown in the table below) within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Total Disability.



Disability	% of SI
Loss of sight of both the eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and loss of one entire foot or hand	100%
Complete loss of hearing of both ears and complete loss of Speech	100%
Complete loss of hearing of both ears and loss of one limb	100%
Complete loss of hearing of both ears and loss of sight of one eye	100%
complete loss of speech and loss of one limb	100%
complete loss of speech and loss of sight of one eye	100%

5.3. Permanent Partial Disability

If insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Partial Disability, then We will pay the percentage (shown in the table below)of the sums insured shown under each of the Schedule headings Advance Plan that is selected by the insured, however in case of multiple permanent partial disability maximum payable amount will not be more than 100% of Capital Sum Insured.

Nature of Disability	Percentage of Sum Insured Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65 %
An arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
An index finger	10 %
Any other finger	5 %
A leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
Any other toe	2 %
An eye	50%
Hearing of one ear	30 %

However, if the insured named in the schedule were already suffering from Permanent Partial Disability before the date he/she met with Accidental Bodily Injury, then the amount We pay will be reduced by that extent as decided by our medical advisors according to the degree of Permanent Partial Disability from which the insured named in the schedule were already suffering.

5.4. Additional Benefit

i. Transportation of Mortal Remains

If We have accepted a claim under 5.1 Accidental Death, for death of the insured named in the schedule, and then We will pay towards the actual cost of transporting the remains of the deceased from the place of death to a hospital, cremation ground or burial ground. The amount We pay will be limited to the lower of Rs.5, 000/- or 2% of the sums insured shown as under with respect to any one of the plan (Basic Plan, Basic Plus Plan or Advance Plan) that is selected by the insured.

ii. Children's Education Benefit

If We have accepted a claim under either -5.1 - Accidental Death or 5.2 - Permanent Total Disability, then We will make a onetime payment of 2% of the benefit under 5.1 or 5.2 for each child towards the cost of education, up to first 2 of the insured's dependent children who are studying. In case of more than two children then company will pay to first two children only.

5.5. Terrorism

(Available only if the schedule shows insured person opted for it)

Means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a) Use or threat of force or violence; or
 - b) Commission or threat of a dangerous act; or
 - c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
2. When one or both of the following applies:
 - a) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

5.6. Special Condition

- i. This policy cover Accidental Bodily Injury sustained during the Policy Period in India subject said location are covered under the policy.

5.7. Special Exclusion

- a) Accidental Bodily Injury resulting in Death, Injury or Disablement that insured person named in the schedule meet with:
 - i. Through suicide, attempted suicide or self inflicted injury or illness.
 - ii. While under the influence of liquor or drugs.
 - iii. Arising or resulting from the insured person committing any breach of law with criminal intent.
 - iv. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - v. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.
 - vi. As a result of any curative treatments or interventions that insured person carry out or have carried out on insured person body.
 - vii. Arising out of insured person participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- b) Consequential losses of any kind or actual or alleged legal liability.
- c) Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition. Any Pre-existing condition shall be covered after 48 months.
- d) Directly or Indirectly caused by Venereal or Sexually transmitted diseases
- e) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivatives or variations thereof however caused.
- f) Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
- g) Payment of compensation in respect of Accidental Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- h) Nuclear energy, radiation.
- i) Terrorism unless specifically covered on payment of optional premium.

6. Section III – Marine Insurance

Subject Matter Insured

Detailed description of the property covered under the section 1 and should be mentioned along with the number of packages, nature of packing and their identification (shipping) marks.

Basis of Valuation – Sum declared in invoice of each machine.

Sum insured – As per the machine declared in section 1

Clause -

INSTITUTE CARGO CLAUSES (A), (B) and (C)

1. The cargo clauses that are suitable for insurance of goods shipped by an ocean going (classed) vessel are as follows:

- a) Institute Cargo Clauses (A), (B) and (C)
- b) Institute War Clauses (Cargo)
- c) Institute Strikes Clauses (Cargo)

2. The below mentioned clauses are suitable for insurance of goods shipped by an aircraft and should not be used to insure postal shipments by air.

- a) Institute Cargo Clauses (Air) (Excluding sending by post)
- b) Institute War Clauses (Air Cargo)
- c) Institute Strikes Clauses (Air Cargo)

The only Institute Clause available for postal shipments is the Institute War Clauses (sending by post).

The sequence of titles and clauses in both the categories is identical.

Short Title

1. Institute Cargo Clauses (C) _____ ICC (C)
2. Institute Cargo Clauses (B) _____ ICC (B)
3. Institute Cargo Clauses (A) _____ ICC (A)

ICC (C) and ICC (B) are named perils clauses, whereas ICC (A) is an unnamed perils clause.

Subject to the risks included and excluded by the clauses, the following types of losses are recoverable under all three sets of clauses.

- a) Particular Average i.e. partial loss of the subject matter insured proximately caused by an insured peril.
- b) General Average Sacrifice
- c) Actual Total Loss
- d) Constructive Total Loss



- e) Expenses incurred by the assured
 - i) Extra charges of particular charges, which may include survey fees and reconditioning costs in respect of a partial loss claim.
 - ii) Sue and Labor charges
- f) General Average and salvage contributions
- g) Collision Liability

Subject to the exclusions, ICC (A) covers all risks of loss of or damage to the subject matter insured under the policy. However, it is not desirable always to think in terms of an all risks policy.

Covers suitable for a particular type of cargo can be granted by including any one or more of the following extraneous perils in conjunction with ICC (C) or ICC (B).

- a) Theft, Pilferage and/or Non-delivery.
- b) Fresh water and/or rain water damage.
- c) Hook and/or Oil damage.
- d) Heating and Sweating.
- e) Damage by mud, acid and other substances.
- f) Breakage.
- g) Leakage.
- h) Country Damage.

The list is not exhaustive and can never be complete. Other extraneous perils such as denting, bending, cutting, scratching, chafing, etc., can also be specifically included in the policy.

RISK COVERED

The following chart lists the risks covered under ICC (B) and ICC (C) Clauses:

ICC- B	ICC -C
<p>Loss or damage reasonably attributable to:</p> <ol style="list-style-type: none"> 1. Fire or explosion 2. Vessel or craft being stranded, grounded, sunk or capsized 3. Overturning or derailment of land conveyance 4. Collision or contact of vessel, craft or conveyance with any external object other than water 5. Discharge of cargo at a port of distress 6. Earthquake, Volcanic eruption or lightning 7. Loss or damage caused by: 8. General Average Sacrifice 9. Jettison 10. Washing overboard 	<p>Loss or damage reasonably attributable to:</p> <ol style="list-style-type: none"> 1. Fire or explosion 2. Vessel or craft being stranded, grounded, sunk or capsized 3. Overturning or derailment of land conveyance 4. Collision or contact of vessel, craft or conveyance with any external object other than water 5. Discharge of cargo at a port of distress 6. Loss or damage caused by: 7. General Average Sacrifice 8. Jettison



<p>11. Entry of sea, lake or river water into vessel, craft, hold, conveyance, container, lift van or place of storage</p> <p>12. Total loss of any package lost overboard or dropped whilst loading on to, unloading from, vessel or craft</p>	
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EXCLUSIONS

There are three types of exclusions in the Institute Cargo Clauses:

- 1. General Exclusions
- 2. Un seaworthiness and unfitness Exclusion
- 3. War and Strikes Exclusion

Risks Excluded By Statute

The Marine Insurance Act (1963) states that, unless policy provides otherwise, a loss must be proximately caused by an insured peril (risk) to be covered by the policy. In practice, the test of proximate cause is waived only in respect of the risks listed in clause 1 of ICC (B) and ICC(C), which provide that the loss need only be reasonably attributable to the named risk to be covered. Thus the test of proximate cause is applied to any claim made under ICC (A) to ensure that the loss is not caused by an inevitable circumstance. One must remember that the term “All Risks” does not embrace inevitable loss, even if such loss is not mentioned in the specified exclusions. Section 55 of the Marine Insurance act (1963) reads as under:

Included And Excluded Losses.

(1) Subject to the provisions of this Act, and unless the policy otherwise provides, the insurer is liable for any loss proximately caused by a peril insured against, but, subject as aforesaid, he is not liable for any loss which is not proximately caused by a peril insured against.

(2) In Particular –

- (a) The insurer is not liable for any loss attributable to the willful misconduct of the assured, but, unless the policy otherwise provides, he is liable for any loss proximately caused by a peril insured against, even though the loss would not have happened but for the misconduct or negligence of the master or crew;
- (b) Unless the policy otherwise provides, the insurer on ship or goods is not liable for any loss proximately caused by delay, although the delay be caused by a peril insured against;
- (c) Unless the policy otherwise provides, the insurer is not liable for ordinary wear and tear, ordinary leakage and breakage, inherent vice or nature of the subject-matter insured, or for any loss proximately caused by rats or vermin, or for any injury to machinery not proximately caused by maritime perils.

While most of the statutory exclusions are included in general exclusion of the ICC, it must not be assumed that because any of the exclusions is not included in this clause the underwriters are prepared to waive statutory exclusions. For example, the underwriters are not liable for any loss proximately caused by rats or vermin under ICC(C) or ICC (B), even though these are not mentioned in the respective clauses. Similarly ordinary leakage would not be covered even under an ‘All Risks’ policy, because it is an inevitable loss.

GENERAL EXCLUSIONS

The general exclusion clause is common to all the three Institute Cargo Clauses.

- 1. Wilful misconduct of the assured



2. Ordinary leakage/loss in weight or volume/wear and tear,
3. Improper packing
4. Inherent vice
5. Delay
6. Insolvency or financial default of carriers, owners, managers, charterers, operators of the vessel
7. Deliberate damage or destruction (ICC(C) & ICC (B) only). If cover is granted the following clause is attached to the policy.

MALICIOUS DAMAGE CLAUSE

For use with Institute Cargo Clauses (B) and (C)

In consideration of an additional premium, it is hereby agreed that exclusion 7 as mentioned above of the Institute Cargo Clauses is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts, vandalism or sabotage, subject always to the other exclusions contained in this insurance. It is necessary to note that in addition to malicious damage the clause also covers loss or damage caused by vandalism or sabotage.

This exclusion is absent in ICC (A) because the risks of deliberate damage or destruction would be embraced within the term All Risks.

NUCLEAR WEAPONS

UNSEAWORTHINESS AND UNFITNESS

WAR AND STRIKES EXCLUSION

DURATION

The insurance terminates either: Whichever shall first occur

- (a) On delivery to the consignee's warehouse or other final warehouse at destination named in the policy, or
- (b) On delivery to any other warehouse whether prior to or at destination which the insured may elect for storage other than in ordinary course of transit or for allocation or distribution; or
- (c) On the expiry of 60 days after discharge over side of the insured goods from the overseas vessel at the final port of discharge;

Delay in Transit: Section 50 of the MIA provides that the voyage must be prosecuted with reasonable dispatch and the insurer is discharged from liability from the time any delay becomes unreasonable. MIA is confined to the sea voyage only and therefore, the ICC incorporates the following clause ensuring that the condition applies throughout the transit period: Clause 18. "It is a condition of this insurance that the assured shall act with reasonable dispatch in all circumstances within their control."

Provided delay is beyond the control of the assured, the cover continues during such delay. However, loss proximately caused by delay is not covered, even if delay were caused by an insured peril.

Deviation: A 'deviation' occurs when the route of transit is changed from the direct route contemplated by the Policy but with the intention of returning to the direct or original route and completing transit to the destination named in the Policy.

The insurance remains in force during-

- a) Delay beyond the control of the assured;
- b) Any deviation;
- c) Forced discharge;

- d) Reshipment;
- e) Transshipment;
- f) Any variation of the adventure arising out of the 'Liberties Clause' in the Bill of Lading.

Notice from the assured is neither required, nor is any additional premium charged.

Change of Voyage -: Change of voyage occurs where, after attachment of the insurance, destination is changed by the assured.

Subject to prompt notice, the insurers will continue the cover or may decide whether the increase in risk justifies changes in the policy cover at a reasonable additional premium.

Transshipment/Reshipment etc.: Under the MIA (Sec.59) cover continues during transshipment / reshipment only following the operation of an insured peril.

It will be noted that neither the MIA nor above six contingency mentioned in Deviation provide for circumstances where goods are transferred from any conveyance to another conveyance (for example aircraft), other than a ship. Whilst any variation of the adventure that is within the control of the assured to avoid, would be treated as outside the 'Ordinary course of transit', transfer of goods from one conveyance to another which is customary-that is from road to rail; craft to ship etc., would be considered as being within 'Ordinary course of transit.'

It is important to bear in mind that an assured who is aware that a transshipment etc. will take place other than in the ordinary course of transit must disclose this to the insurer while effecting insurance, else, he will be guilty of breach of good faith and the contract could be avoided entirely.

Inland Transit:

The scope of ICC is not restricted to voyage from port to port only. Inland transit in conjunction with overseas voyage prior to shipment on vessel or after goods are discharged at the port of destination can also be covered under the ICC. The Inland Transit Clause therefore should not be attached to such policy.

Insurable Interest

Although the assured need not have an insurable interest at the time the insurance contract is effected, it is necessary for him to have such interest at the time of loss. This is provided for by Section 8 of the MIA and also by clause 11.1 of ICC. Therefore, in the event of a claim being preferred, the insurer may require the assured to prove his insurable interest in the subject matter of insurance at the time of the loss and if such interest cannot be proved, the claim will not be met.

Lost or not lost This relates to a long-standing practice under which cover may be granted for shipments which had commenced transit and may have already been lost, provided that neither the assured nor insurer is aware of the loss at the time of effecting the insurance.

The importance of this provision lies in the fact that a contract of insurance may be effected after the actual commencement of the risk. In such a case, the cover is retrospective to the commencement of the risk as set out in the policy.

This provision is subject to the requirement that the assured and the insurer shall be in an equal state of knowledge or ignorance.

The person effecting the insurance must be without any information that a loss had occurred. If he did know of the happening of a loss and the underwriter did not, it would be concealment of a material fact and a breach of good faith which would render the insurance contract void.

Or, conversely, if a person effected an insurance when the underwriter knew that the vessel has safely arrived, though the person was ignorant of the fact, the premium in such a case would be returnable.

The cover envisaged under this clause should also be examined in the light of section 64-VB of the Insurance Act, 1938.

Expenses incurred by the assured

The Insurer is not concerned with the ordinary expenses incurred in connection with the transit. But where an expense is incurred relating to a loss recoverable or to prevent or minimize an insured loss, the insurer pays such expenses as follows:

(a) Extra Charges: Also called “particular charges”, they would include ‘survey fees’ and ‘reconditioning costs’. These are recoverable as part of a claim for partial loss. In any event – and this is important – the insurer’s liability does not exceed the sum insured under the Policy for both the loss and the expenses.

(b) Sue and Labour Charges – “Duty of the Assured”: It provides that the Insurer would pay particular charges incurred by the assured – reasonably incurred – during transit to prevent or minimize loss / damage to goods for which Insurers would be liable. A duty is imposed on the assured to take all reasonable measures to protect the goods from the loss. Provided the assured carries out his duty, charges properly and reasonably incurred would be paid in addition to any claim, even a total loss claim.

(c) Forwarding Expenses: These expenses are reimbursed only when transit is frustrated (that is terminated short of destination) by an insured peril, but such reimbursement is subject to the exclusions specified in ICC.

Not to Inure clause

The Carriage of Goods by Sea Act provides that the carrier may not exempt himself from liability beyond the limits permitted to him by the Act. This prevents him from incorporating any clause in the Bill of Lading that gives him benefit of the cargo owners’ insurance policy. In fact, the Act states that any “benefit of insurance” clause in the contract of carriage is void. This does not prevent any other carrier or bailee (whose contract is not subject to Carriage of Goods by Sea Act) from inserting a “benefit of insurance” clause. So, the ICC provides that the Insurance cannot be used for the benefit of the carrier or other bailee.

Increased Value

The MIA – section 29 provides that ‘in absence of fraud, the value fixed by the policy is, as between the Insurer and the Assured, conclusive of the insurable value of the subject matter insured’. If the assured effects two policies, both of which are agreed value policies, on the same interest it would become necessary to make sure that the ‘insurance value’ embraces the value stated in both policies. This is made possible by the clause.

The clause is in two parts. The first part applies to marine policy whilst the second part applies to increased value policy. Both clauses have the same effect. The assured must add together values expressed in each policy to provide one insured value to apply to both policies. The claim will be settled proportionately.

Constructive Total Loss and Waiver

The right to claim CTL is given to the assured by the Marine Insurance Act, 1963. To avoid misunderstanding the clause is incorporated in ICC. To substantiate a claim for CTL the assured must give notice of his intention to abandon the goods and claim a CTL from the insurer. The notice must be given without delay. If the insurer accepts the notice formally, he admits liability for the claim and accepts responsibility for whatever may remain of the goods. In practice, the insurer always rejects in the first instance, thereby reserving his position until all facts are to hand. Action taken by the insurer to reduce or prevent the loss may be construed as an acceptance of abandonment, but, to prevent this from happening, a ‘waiver clause’ is incorporated in the ICC.

Carrier’s/Bailee’s Liability

The ICC has imposed a duty on the assured to properly preserve and exercise all rights against carriers etc. who may be responsible for loss/damage to the goods. The insurers would have no right to proceed against those responsible for loss/damage to the goods until claim under the policy is settled under a Letter of Subrogation. Moreover, the contracts of carriage are subject to statutory time limits. Clause No. 16 therefore provides that in the event the assured incurs expenses in



pursuing these duties, the insurers will reimburse charges properly and reasonably incurred by him to ensure that all rights against carriers, bailees and other parties are properly preserved and exercised. If the assured incurs expenses in performing this duty he may claim such expenses from the insurers who will reimburse the same.

English Law and Practice

The purpose is to provide a basis in law and practice that is compatible with the intentions of the Technical & Clauses Committee of the I.L.U. who have drafted the ICC. To try to interpret the clauses in conjunction with any other law and practice might lead to ambiguity, which the drafters of the clauses have sought to avoid.

The ICC (A), (B) or (C) may be used in policies covering (a) imports to/exports from India and (b) coastal shipments in India by classed vessels.

Though War & Strike risks are specifically excluded in ICC, it is customary under the cargo policy to grant War/Strike risks cover by charging additional premium and attaching the relevant Institute War and Strike clauses to the policy.

INLAND TRANSIT (RAIL OR ROAD) CLAUSE AND S.R.C.C. CLAUSE

Goods (merchandise) dispatched by rail or road from any place in India to any place in India (not in conjunction with an overseas voyage) can be covered under the following three sets of clauses :

Short Title

- a) Inland Transit (Rail or Road) Clause – A (All Risks) - ITC-A
- b) Inland Transit (Rail or Road) Clause – B (Basic Cover) - ITC-B
- c) Inland Transit (Rail or Road) Clause – C (Fire only) - ITC-C

The clauses in ITC-A, ITC-B and ITC-C follow the same pattern as in the Institute Cargo Clauses

- v) Risks Covered
- vi) Exclusions
- vii) Duration
- viii) Claims
- ix) Benefits of Insurance
- x) Minimising Losses
- xi) Avoidance of Delay

Subject to the risks included and excluded the following types of losses are recoverable under all three sets of clauses:

- i) Particular Average (Partial Loss)
- ii) Extra Charges
- iii) Total Loss-Actual or Constructive
- iv) Sue and Labour Charges.

ITC-B and ITC-C are named perils clauses whereas ITC-A is an unnamed perils clause. ITC-C was introduced with effect from 1-7-1987.

RISKS COVERED

ITC-A: Covers All Risks of loss or damage.

ITC-B: Covers Physical loss or damage caused by:

- (a) Fire,
- (b) Lightning
- (c) Breakage of Bridges



(b) Collision with or by the carrying vehicle, derailment or accidents of like nature to the carrying railway wagon/vehicle.

ITC-C: Covers Physical loss or damage caused by

- a) Fire
- b) Lightning.

EXCLUSIONS

They are same as in the Institute Cargo Clauses but limited to :

- a) Wilful misconduct of the assured
- b) Ordinary losses.
- c) Insufficiency or unsuitability of packing.
- d) Delay.
- e) Inherent vice or nature of the subject matter insured.
- f) War Risks.
- g) Strike (S.R.C.C.) Risks

Malicious Damage: S.R.C.C. exclusion (Deliberate damage to or destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons) appears in ITC-B and ITC-C only. It is not an excluded peril in ITC-A.

DURATION

ITC-A and ITC-B grant warehouse to warehouse cover.

Insurance under ITC-A and ITC-B attaches and continues in the same manner as stated in the Institute Cargo Clauses until:

- (a) Delivery to final warehouse at destination named in the policy.
- (b) In respect of transits by rail only or by rail and road, until expiry of 7 days after arrival of railway wagon at destination station, or
- (c) In respect of transits by road only, until expiry of 7 days after arrival of vehicle at the destination town, whichever shall first occur.

Warehouse to warehouse cover is not available under ITC-C. Cover attaches with the loading of each bale or package into the wagon/truck and ceases immediately on unloading of each bale or package at the (i) destination railway station or (2) destination named in the policy in respect of transit by road.

For comments on the remaining headings (Claims, Benefits of insurance, Minimising Losses refer corresponding observations on Institute Cargo Clauses).

S.R. & C.C. RISKS

Risks of loss, damage or expense deleted under Strikes Exclusion, ITC-A, ITC-B and ITC-C may be covered by charging additional premium and attaching the following clause to the policy.

INLAND TRANSIT NOT IN CONJUNCTION WITH OCEAN GOING VOYAGE)

RISKS COVERED:

Subject otherwise to the terms, conditions and warranties of the policy on goods against transit risks, this insurance covers, loss of or damage to the subject matter insured caused by

- 1 Strikers, Locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- 2 Any terrorist or any person acting from a political motive;

- 3 Persons acting maliciously.

EXCLUSIONS: In no case shall the insurance cover

- 1 Loss, damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
- 2 Loss, damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatever during any strike, lock-out, labour disturbances, riot or civil commotion.
- 3 Any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
- 4 Loss, damage or expense caused by war, civil war, revolution, or civil strife arising there from, or any hostile act by or against a belligerent power.

RECOMMENDED WARRANTIES / CLAUSES (for any Cargo)

Following conditions & warranties to be mentioned on policy schedules for cargo types.

1. For C.I.F value insurance: - “Warranted insured value herein does not exceed c.i.f cost plus ten percent.”
2. For shipments per vessel: -
 - a) “Warranted shipped under deck.”
 - b) “Warranted shipped under a clean Bill of Lading”
3. For containerized shipments per vessel / aircraft :-
“Warranted number of packages stuffed in the container and / or their weight is clearly stated in the Bill of Lading / Air Way bill.
4. For insurance of fragile goods such as glass, fabrics etc.:-
Warranted excluding the risks of loss or damage due to chipping, denting and scratching
5. Liability Termination Warranty for unattractive port of destination:-
“Notwithstanding any provision contained in or endorsed on the policy/certificate of insurance, it is hereby expressly warranted that the liability of the insurer terminates upon discharge overside of the goods hereby insured from the overseas vessel at the port of destination stated therein.”
6. Cutting clause for goods such as cast iron pipes, asbestos sheets, etc : - “Warranted that the damaged portion should be cut off and the balance utilized.”
7. Label clause for bottled, tinned, canned goods :- “Excluding damage to labels unless the goods themselves are damaged at the same time.”
8. Replacement Clause for insurance on machinery :-
“In the event of claim for loss or damage recoverable hereunder, the Company only to pay the cost of repairing, or if necessary, replacing the damaged part or parts, but such cost in no case to exceed the insured value of the part or parts so damaged.”
9. Pair and Set Clause :-
“Where any item insured under this policy consists of articles in a pair or set, the Company’s liability shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the insured value of the pair or set.”
10. Double Insurance Clause :-
“Warranted that no other insurance is or will be effected by or on behalf of the insured on the same interest.”
11. Comprehensive Clause:- “Including the risks of theft, pilferage, non-delivery, fresh water and rain water damage, hooks, oils, mud, acid and other extraneous substances or heating and sweating and damage by other cargo.”
12. Warranted not shipped on board a vessel under the Flag of Convenience.



13. Warranted this contract is subject to such rates and regulations in force at the time the risk on each despatch attaches hereunder.
14. For Second-hand goods :-Where goods lost or damage are second-hand this insurance is only to pay such proportion of the cost of repair or replacement plus charges for forwarding and refitting if incurred as the insured value bears to cost of the goods when new based on present values.
15. For shipment per vessel, if name of the vessel is not available :-
Warranted shipped per vessel classed as per the Institute Classification Clause (1-1-2001) (attach the said clause to the document)
16. If rate of Premium is applicable to goods despatched in closed wagons/covered vehicles:
Warranted despatched in closed wagons/covered vehicles only.

Over Dimensional Cargo

Common Carrier to be a reputed transporter with sound financial position. The over dimensional cargo to be properly loaded and sufficiently secured in presence of the Surveyor as per his advises. The load carried should be within the approved carrying capacity of the subject vehicle. The subject vehicle's speed should be maintained as per the directions/advises of the supervising Surveyor. The supervising Surveyor to suggest to the driver of the subject vehicle about the road map of the contemplated transit, with special emphasis on the overhead bridges / road curves and electrical wires / high-tension lines etc Driving during night generally to be avoided.

Special precaution must be taken during rainy season and cargo must be adequately protected by tarpaulins.

The outer extreme ends of the over-dimensional cargo to be put with enough electrical light signals and bothparking lights of the carrying vehicle and electrical light signals of the cargo to be switched on in the night while the carrying vehicle remains stationary.

7. Section IV - Employee's Compensation Insurance

This Section provides you cover against liability towards your Workmen as following.

Indemnity against legal liability to all employees (coming within the definition of the term Employee) under the Employees Act 1923 and subsequent amendment to the said Act prior to the date of issue of the policy.

Common Law

The coverage under the Policy will be limited as per the Limits, conditions and exclusions of the Policy. Where the cover r industries/business which are not notified under the Employee Compensation Act or the cover is required under only Common Law Liability(for only accidents to Employee) , such cases will be referred to Corporate office

Exclusions

This Policy shall not cover liability of the Insured:

1. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized



under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

3. Accidents occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of Business and on the directions of the Insured or any of its official authorised to exercise control and supervision over the Employee.
4. For Occupational Diseases contracted by an Employee.
5. For interest and/or penalty imposed on the Insured under any law or otherwise.
6. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee.
7. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule.
8. For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy
9. Assumed by agreement which would not have attached in the absence of such agreement.
10. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
11. For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
12. For any incapacity or death of an Employee resulting from his/her deliberate self-Injury or the deliberate aggravation of an accidental Injury.
13. Accidents due to disobedience of safety devices.

Conditions

1. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated. In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium. The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.
3. Average

Notwithstanding anything contained hereinabove,

i.

- a. If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall be indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident
- b. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the

Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual Wages paid during such period to determine applicability of this clause.

- c. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
 - ii. If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
4. The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

8. Section V–Fidelity Guarantee Policy

The Company will indemnify the Insured against any direct pecuniary loss sustained by any reason of any act of fraud/dishonesty committed by any Employee of the Insured on or after the date of commencement of this policy and during continuous service with the Insured and discovered during the continuance of this Policy or within one calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within the period the afore stated events shall first happen

Provided Always That:

- a. The liability of the Company shall not exceed
 - i. in respect of any Employee of the Insured the amount of guarantee stated against his name or against the relevant category of Employee in the Schedule.
 - ii. in respect of all claims under this Policy the total amount of guarantee
- b. If this Policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid whichever is greater.
- c. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.
- d. The loss shall have occurred in connection with occupation and duties of the Employee

Exceptions

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.
2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding one year from the date of discovery of any such loss(es). It is understood that in such retroactive period the insurance was continuously in force and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy in force as on the date of discovery.

Definitions

1. The term "Insured" wherever appearing in this section means any person, partnership firm or anybody of Persons



whether incorporated or not with whom the employee who is included in the schedule attached hereto has a contract of service.

2. The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the Insured's trade or business) who has entered into a contract of employment with the Insured, whether such contract of employment is expressed or implied, oral or in writing.

Exclusions:

1. Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
2. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.
3. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

4. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
5. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Liability arising due to martial law or state of seizure or any of the event or cause which determines the proclamation or maintenance of martial law or state of seizure.
7. Loss or damage caused by or arising out of wilful act/gross negligence of the insured.
8. Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, mis description or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

Special Conditions

1. On the discovery of any act of default or circumstances which may give rise to a claim, the Insured shall:
 - i) Forth with give written notice to the Issuing Office of the Company .
 - ii) immediately take all steps to prevent further loss;
 - iii) supply at the request and at its own cost to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company, not exceeding however the amount paid by the Company.
4. The Insured shall if and when required by the Company but at the expenses of the Company use all diligence in prosecuting any of the Employee(s) to conviction for any act which such Employee shall have committed and in consequence of which a claim has been made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof.



5. Unless the Company be advised by the Insured and the Company's written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and condition of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the Insured.
7. If required by the Company, the agent or representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims and will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
8. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all right or action available to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
9. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name due notice thereof in writing shall be given by the Insured to the Company.

9. Grievance Redressal Procedure:

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your Policy and Schedule. The Policy and Policy Schedule set out the terms of your contract with us. Please read your Policy and Policy Schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from us. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

Contact Person:	Chief Compliance and Grievance Officer
Contact Address:	Shriram General Insurance Co. Ltd. E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022
Grievance Cell No:	1800-103-3009, 1800-300-30000
E-mail ID:	md@shriramgi.com
Fax No.:	91-141-2770693

You can also reach us by email or register their complaints on the website of the Company.

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Ombudsman Offices	
Jurisdiction	Office Addresses
Gujarat , Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Smt. Neerja Shah Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 th Main Road, JP Nagar Ist Phase, BENGALURU – 560 078 Tel. 080 – 26652048 / 49 E-Mail: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh & Chhattisgarh	Shri Guru Saran Shrivastava Insurance Ombudsman, Office of the Insurance Ombudsman JanakVihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003 Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpal.bhopal@ecoi.co.in
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR – 751 009 Tel.0674-2596461 / 2596455, Fax - 0674-2596429 E-mail: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Dr. Dinesh Kumar Verma 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 / 2706468, Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Insurance Ombudsman, Office of the Insurance Ombudsman 6 th Floor , Jeevan Bhawan, Phase II, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522- 2231330 / 31, Fax: 0522-2231310 E-mail: bimalokpal.lucknow@ecoi.co.in



Delhi	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building. Asaf Ali Road, NEW DELHI – 110 002 Tel. 011- 23232481/23213504 E-mail: bimalokpal.dehli@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Shri Milind A. Kharat Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe , S. V. Road, Santacruz (W), MUMBAI – 400 054 Tel: 022-26106552 / 26106960, Fax: 022-26106052 E-mail: bimalokpal.mumbai@ecoi.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	Insurance Ombudsman, Office of the Insurance Ombudsman Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA – 700 072 Tel.: 033 - 22124339 / 22124340, Fax: 033-22124341 E-mail : bimalokpal.kolkata@ecoi.co.in
Kerala, Lakshadweep, Mahe- a part of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman 2 nd Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015 Tel.: 0484 - 2358759 / 2359338, Fax:0484-2359336 E-mail: bimalokpal.ernakulam@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri Kiriti .B. Saha Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th Floor, Nr. Panbazar Overbridge , S.S. Road, GUWAHATI – 781 001 (ASSAM) Tel. : 0361-2132204 / 2132205, Fax:0361-2732937 E-mail: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	Shri I. Suresh Babu 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 – 500004 Tel.: 040 - 65504123 / 23312122, Fax: 040-23376599 E-mail: bimalokpal.hyderabad@ecoi.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	Shri M. Vasantha Krishna Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333668 / 24335284, Fax: 044-24333664 E-mail: bimalokpal.chennai@ecoi.co.in
Rajasthan	Smt. Sandhya Baliga Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, JAIPUR - 302 005 Tel.: 0141 – 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad,	Insurance Ombudsman Office of the Insurance Ombudsman BhagwanSahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301 NOIDA Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in



Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
Bihar, Jharkhand	Insurance Ombudsman Office of the Insurance Ombudsman 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, PUNE – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in