



WITH YOU ALWAYS

FREIGHT FORWARDERS LIABILITY INSURANCE

UIN: IRDAN108CP0010V01200910

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

PREAMBLE

"Insurer" means Tata AIG General Insurance Company Ltd

For the avoidance of doubt, the limit of liability of this Policy is the total sum payable by Tata AIG General Insurance Company Ltd. Accordingly any sum paid by Tata AIG General Insurance Company under this policy shall erode the limit of liability of this Policy. In no circumstances shall the liability of Tata AIG General Insurance Company exceed the limit of liability specified in the Policy Schedule.

In consideration of the Assured named herein paying to the Insurer the premium as stated in the Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the manner hereinafter provided.

Schedule

This Schedule, and any Schedule issued in substitution and/or any Endorsements hereto, attaches to and forms part of this contract of insurance and is subject always to the terms conditions warranties limitations exclusions and exceptions of the Form attached. The Schedule and any Endorsements and the Form shall be read together and construed as one contract of insurance and any word or expression to which a specific meaning has been attached in any part of this contract shall have the same meaning wherever it appears.

TYPE:

Liability to Approved Cargo and Errors & Omissions Insurance.

ASSURED:

The Assured under this insurance shall be and/or their subsidiary or associated companies under their direct management control.

PERIOD OF INSURANCE:

Except in respect of claims recoverable under the Errors and Omissions Clause in the Insured Risks section of this insurance, this insurance shall indemnify the Assured in respect of losses occurring during the period to both days inclusive, local standard time.

Claims recoverable under the Errors and Omissions Clause in the Insured Risks section of this insurance shall only be recoverable under this insurance if:

- 1) the occurrence giving rise to the claim occurred on or after, and
- 2) the claim is demonstrably first made against the Assured by the claimant during the period to both days inclusive, local standard time, and
- 3) such claim is advised to the Insurer in writing no later than 30 days after the end of the Period of Insurance.

However, if during the Period of Insurance the Assured becomes aware of an occurrence which may subsequently give rise to a claim being made against them and during the Period of Insurance the Assured gives immediate written notice of such occurrence to the Insurer, then any such claim made against the Assured within the 3 months immediately following the end of the Period of Insurance shall be deemed to have been made during the Period of Insurance.

INSURED SERVICES:

This insurance shall only indemnify the Assured in respect of liabilities arising in the ordinary course of the Assured performing Insured Services within the Territorial Limits.

For the purposes of this insurance, "Insured Services" shall mean the normal business activities performed by the Assured when they undertake to transport and/or store Approved Cargo for reward, or when they undertake to arrange the transportation and/or storage of Approved Cargo for reward in any of the following capacities:

- 1) Third Party Logistics Service Provider
- 2) Multi-modal Transport Operator

- 3) Freight Forwarder (by Air, Rail, Road and Sea)
- 4) NVOCC (issuing House Bills of Lading)
- 5) Indirect Air Carrier (issuing House Airway Bills)
- 6) Road Carrier
- 7) Rail Carrier
- 8) Customs House Broker and/or Clearing Agent
- 9) Ambient Store Warehouse Keeper
- 10) Cold Store Warehouse Keeper

This insurance extends to include the provision of logistics and/or value added services by the Assured, for example but without prejudice to the generality of this clause; acceptance, stock control, order handling, order picking, packing, loading and unloading, preparing for shipment, invoicing, assembling and labeling. Notwithstanding the foregoing, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from faulty or defective workmanship. This insurance extends to include the provision of Insured Services by the Assured in the capacity of a sub-contractor and where the Assured elects to sub-contract the performance of Insured Services to a third party.

APPROVED CARGO:

Subject to the operation of the Restricted Cargo Clause in the General Conditions section of this insurance and the Excluded Cargo Clause in the Exclusions section of this insurance, for the purposes of this insurance "Approved Cargo" shall mean all lawful goods and/or merchandise and/or transport packaging and equipment associated with the goods and/or merchandise such as trailers, containers, pallets, drums, ropes, toggles, chains, nets, tarpaulins or any other similar article of transport packaging or equipment for which the Assured may be liable under an insured contract of carriage or storage (as defined in the Insured Laws and Contracts section of this insurance).

TERRITORIAL LIMITS:

Subject to the operation of the Embargo and Sanctions Exclusion Clause in the Exclusions section of this insurance, for the purposes of this insurance "Territorial Limits" shall mean anywhere in the world but in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the provision of Insured Services upon any interests whatsoever in transit and/or in storage at to from or within Afghanistan, Cuba, Iraq, North Korea, Sudan and Myanmar.

INSURED LAWS AND CONTRACTS:

This insurance shall only indemnify the Assured in respect of their liabilities arising from the provision of Insured Services if the contract governing the Assured's liability in respect of the loss complained of is an insured law and/or contract specified hereunder (collectively hereinafter called "Insured Laws and Contracts").

- 1) The Assured's standard (unamended) as seen and agreed by the Insurer.
- 2) The Assured's Bill of Lading (unamended) as seen and agreed by the Insurer and/or the FIATA Bill of Lading (unamended) The Assured shall take reasonable steps to ensure that any Bill of Lading or Sea freight Waybill or like document issued by or on behalf of the Assured shall include (a) a Paramount Clause incorporating the Hague or Hague Visby Rules or national legislation enacting the Rules or the equivalent thereto and any subsequent amendments, and (b) a Deck Cargo clause stating that non-containerised cargo stated on the face of the Bill of Lading to be carried on deck are carried on terms exonerating the carrier from liability.
- 3) The Assured's Air Waybill (unamended) as seen and agreed by the Insurer and/or the IATA Air Waybill (unamended). The Assured shall take reasonable steps to ensure that any Air Waybill issued by or on behalf of the Assured includes a notice to the consignee to the effect that; if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention (1929), or the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999) whichever is compulsorily applicable, will apply and that

such Conventions govern and in most cases limits the liability of carriers in respect of loss of or damage to cargo.

- 4) The current (unamended) national association standard terms and conditions in the country of their operation and as applicable to the Insured Services
- 5) Applicable International Conventions or mandatory National Laws compulsorily applicable to the Insured Services being performed.
- 6) At law (Common Law or Civil Law and/or Commercial Code or as may otherwise be applicable in country or jurisdiction relevant to the loss complained of) but only if an inadvertent act or omission committed in good faith results directly in the Assured being unable to enforce and/or rely upon (either partially or completely) any defence and/or limitation to their liability and/or any other rights and/or remedies which may serve to alleviate and/or limit the liability of the Assured which are included within the contract governing the Assured's liability in respect of the loss complained of. The Assured's right of recovery under this clause is subject always to the operation of the Incorporation of Contract Conditions Clause and the Insured Laws and Contracts Amendments Clause in the General Conditions section of this insurance.

LIMITS OF INDEMNITY:

Unless specified to the contrary elsewhere in this insurance, the liability of the Insurer under this insurance shall be limited in accordance with the clauses hereunder.

Approved Warehouse Limit:

In respect of liabilities incurred by the Assured in their capacity as a Warehouse Keeper arising from the provision of such services at an Approved Warehouse, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

For the purposes of this insurance "Approved Warehouse" shall mean any premises and/or location utilised by the Assured (and irrespective of whether or not operated by the Assured or by a third party) which complies with the minimum standards specified in Appendix i to this insurance.

Assured's Own Transport Equipment Limit:

In respect of claims recoverable under the Assured's Own Transport Equipment Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Combined Single Limit:

In no case shall the liability of the Insurer exceed a combined single limit over all interests and sections of this insurance of; **INR** maximum any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Consequential Loss Limit:

In respect of claims which are the subject of the Consequential Loss provision of the Loss of or Damage to Approved Cargo Clause included within the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event, and **INR** in the aggregate any one policy year over all sections and interests of this insurance.

Debris Removal Costs Limit:

In respect of claims recoverable under the Debris Removal Costs Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Employee Tools and Personal Effects Limit:

In respect of claims recoverable under the Employee Tools and Personal Effects Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Errors and Omissions Limit:

In respect of claims recoverable under the Errors and Omissions Clause in the Insured Risks section of this insurance, in no case shall

the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event, and **INR** in the aggregate any one policy year over all sections and interests of this insurance.

Goods in Transit Limit:

In respect of losses occurring whilst Approved Cargo is in transit including during loading and unloading operations, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Leased Trailers and Equipment Limit:

In respect of claims recoverable under the Leased Trailers and Equipment Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event. Notwithstanding the foregoing, in respect of claims for continuing hire charges as provided for in the Leased Trailers and Equipment Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; the Replacement Cost of the lost or damaged item, or **INR** per day, or **INR**.... any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event; whichever the lesser.

Loss Mitigation Costs and Expenses Limit:

In respect of claims recoverable under the Loss Mitigation Costs and Expenses Clause in the Insured Risks section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Restricted Cargo Limit:

In respect of claims which are subject to the operation of the Restricted Cargo Clause in the General Conditions section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Special Declaration of Value or Interest in Delivery Limit:

In respect of claims which are subject to the operation of the Special Declaration of value or Interest in Delivery Clause in the General Conditions section of this insurance, in no case shall the liability of the Insurer exceed a maximum of; **INR** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

DEDUCTIBLE:

The Deductible herein shall not apply to claims recoverable under the Legal Costs and Expenses Clause in the Insured Risks section of this insurance. The Insurer will not be liable for any claim for loss, damage, other costs and expenses, or all combined, unless the amount of the claim exceeds the applicable Deductible amount. Unless specified to the contrary in the clauses hereunder or elsewhere in this insurance the Policy Deductible clause hereunder shall prevail.

Employees Tools and Personal Effects Deductible:

In respect of claims recoverable under the Employees Tools and Personal Effects Clause in the Insured Risks section of this insurance, the Assured shall bear the first; **INR** of each any every loss accident or occurrence unless the items lost or damaged include mobile telephones and/or computer equipment and/or money of any description in which case the Assured shall bear the first; **INR** of each any every loss accident or occurrence.

Errors and Omissions Deductible:

In respect of claims recoverable under the Errors and Omissions Clause in the Insured Risks section of this insurance, the Assured shall bear the first; **INR** of each any every loss accident or occurrence.

Leased Trailers and Equipment Deductible:

In respect of claims recoverable under the Leased Trailers and Equipment Clause in the Insured Risks section of this insurance, the Assured shall bear the first; **INR** of each any every loss accident or occurrence.

Policy Deductible:

In respect of all claims recoverable under this insurance which are not more specifically provided for in the clauses in this Deductible section or elsewhere in this insurance, the Assured shall bear the first; INR of each any every loss accident or occurrence. Special Declaration of Value or Interest in Delivery Deductible: In respect of claims recoverable under the Special Declaration of Value or Interest in Delivery Clause in the General Conditions section of this insurance; , the Assured shall bear the first; INR of each any every loss accident or occurrence.

DECLARED VALUES:

The following values have been declared to the Insurer:

- 1) Estimated Gross Freight Receipts: INR
- 2) Maximum Value of Leased Trailers and Equipment: INR
- 3) Maximum Value of the Assured's Own Transport Equipment: INR

For the purposes of this insurance "Gross Freight Receipts" shall mean the Assured's gross revenue plus payments to agents and sub-contractors in respect of transport or storage services, but excluding customs duty, sales tax, or similar fiscal charge paid on behalf of their customers. For the purposes of this insurance the "Maximum Value of Leased Trailers and Equipment" shall be the total amount for which the Assured may be liable to all lessors under all loan or lease or hire agreements (or in the absence thereof at current market value) in respect of all Leased Trailers and Equipment (as defined in the Leased Trailers and Equipment Clause in the Insured Risks section of this insurance).

For the purposes of this insurance the "Maximum Value of the Assured's Own Transport Equipment" shall be the total value of all of the Assured's Own Transport Equipment (as defined in the Assured's Own Transport Equipment Clause in the Insured Risks section of this insurance).

PREMIUM:

The Assured shall pay to the Insurer at the inception of the Period of Insurance an annual premium of INR plus INR in respect of service tax.

Form

INSURED RISKS:

Subject to the terms conditions warranties limitations exclusions and exceptions of this insurance, this insurance covers the liabilities and/or costs and expenses and/or other risks defined in the clauses hereunder (collectively hereinafter called "Insured Risks") arising in the ordinary course of the Assured performing Insured Services upon Approved Cargo within the Territorial Limits and where the contract terms governing their liability are specified in the Insured Laws and Contracts section of this insurance.

Loss of or Damage to Approved Cargo clause:

This insurance covers the Assured's liability;

- 1) for physical loss or destruction or deterioration or contamination of or damage to Approved Cargo in transit or in store
- 2) for financial loss arising as a consequence of and resulting directly from such physical loss or destruction or deterioration or contamination of or damage to Approved Cargo or from a delay in the delivery of Approved Cargo.

In respect of 2) above, the liability of the Insurer shall be subject to the Consequential Loss Limit specified in the Limits of Indemnity section of this insurance unless the contract terms governing the Assured's liability in respect of the loss complained of is an International Convention or a mandatory National Law compulsorily applicable to the Insured Services being performed, or a contract specified in the Insured Laws and Contracts section of this insurance which limits the Assured's liability for indirect and/or consequential and/or financial or economic loss and/or delay in the delivery to an amount not exceeding

two times the carriage or storage charges receivable by the Assured relative to the loss complained of.

Errors and Omissions Clause:

This insurance covers the Assured's liability in respect of claims made against them by cargo interests and/or a customs and excise authority for actual or alleged breach of professional duty by reason of a negligent act error or omission arising from an insured event (as defined below). For the purposes of this Errors and Omissions Clause, the insured events shall be:

- 1) the failure to comply with or provide instructions, and/or
- 2) faulty arrangements, and/or
- 3) clerical errors, and/or
- 4) the provision of incorrect advice or information.

It is a condition precedent to the Assured's right of recovery under this Errors and Omissions Clause that the insured event occurs and is committed in good faith and in the normal course of the performance of Insured Services and is the direct and proximate cause of the loss complained of.

In respect of claims made against the Assured by a customs and excise authority, this insurance is limited to claims (which shall include punitive fines unless indemnity is contrary to Public Policy) arising out of customs processing or any import or export declaration, clearance, quota, refund, or any tax or excise or duty or suspension procedure, or any Community/Common Transit System. The liability of the Insurer in respect of claims recoverable under this Errors and Omissions Clause is subject to the Errors and Omissions Limit specified in the Limits of Indemnity section of this insurance.

Legal Costs and Expenses Clause:

This insurance covers the legal costs and expenses necessarily and reasonably incurred by the Assured with the prior agreement of the Insurer (which agreement may be granted retrospectively at the discretion of the Insurer) in defence of a claim made against the Assured which is the subject of indemnity under this insurance.

If required in a suit that the Insurer is defending, the Insurer shall pay premiums for appeal bonds to release property that is being used to secure a legal obligation. However, the Insurer shall only pay for bonds valued up to the applicable Limit of Indemnity under this insurance. The Assured shall, in consultation with the Insurer, apply for and furnish such bonds.

Loss Mitigation Costs and Expenses Clause:

This insurance covers costs and expenses necessarily and reasonably incurred by the Assured with the prior agreement of the Insurer (which agreement may be granted retrospectively at the discretion of the Insurer) or for which the Assured are legally liable and which is the subject of indemnity under this insurance with the object of saving, securing, preserving or recovering the Approved Cargo and/or Leased Trailers and Equipment and/or the Assured's Own Transport Equipment in order to prevent or minimise any loss or claim which would be recoverable under this insurance.

It is a condition precedent to the Insurer's liability under this clause that such measures taken by the Assured or the Insurer shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice any rights of either party.

The liability of the Insurer in respect of claims recoverable under this Loss Mitigation Costs and Expenses Clause is subject to the Loss Mitigation Costs and Expenses Limit specified in the Limits of Indemnity section of this insurance.

Debris Removal Costs Clause:

This insurance covers costs and expenses necessarily and reasonably incurred by the Assured with the prior agreement of the Insurer (which agreement may be granted retrospectively at the discretion of the Insurer) or for which the Assured are legally liable and which is the subject of indemnity under this insurance in connection with the removal and/or recovery of Approved Cargo and/or Leased Trailers and Equipment and/or the Assured's Own Transport Equipment and/or the removal and/or disposal and/or clean up of the debris thereof, consequent always upon a sudden and accidental occurrence.

It is a condition precedent to the Insurer's liability under this clause that such measures taken by the Assured or the Insurer shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice any rights of either party.

Nothing herein shall be deemed to amend the Pollution and Contamination Exclusion Clause in the Exclusions section of this insurance which shall be paramount.

The liability of the Insurer in respect of claims recoverable under this Debris Removal Costs Clause is subject to the Debris Removal Costs Limit specified in the Limits of Indemnity section of this insurance.

General Average and Salvage Clause:

This insurance covers the Assured's liability for cargo's proportion of general average and/or salvage where the Assured is liable to pay such proportion on cargo's behalf.

In respect of groupage shipments only, the Insurer shall at the request of the Assured sign and issue General Average Guarantees or Salvage Bonds in order to expedite the release of a groupage shipment. It is a condition of this insurance that unless the Insurer has given their express prior approval, the Assured shall not release such cargo until they are in receipt of General Average Guarantees or Salvage Bonds from the individual cargo owner or their marine insurers. This extension shall only apply where the Assured are the groupage operator.

The liability of the Insurer in respect of claims recoverable under this General Average and Salvage Clause shall be limited to the amount that the Assured is unable to recover from cargo interests or the relevant policy limit, whichever the lesser.

Lien on Approved Cargo Clause

This insurance covers the loss of any possessory interest the Assured have in, or any lawful lien the Assured have on, Approved Cargo lost destroyed or damaged in transit or in store.

It is a condition of this insurance that the Assured notifies the Insurer and obtains their written agreement prior to the exercising of such a lien.

Leased Trailers and Equipment Clause:

This insurance covers the Assured's liability to lessors under a loan or lease or hire agreement for physical loss of or damage to or continuing hire charges in respect of Leased Trailers and Equipment arising in the ordinary course of the Assured performing Insured Services.

For the purposes of this insurance, "Leased Trailers and Equipment" shall mean trailers, containers, pallets, drums, ropes, toggles, chains, nets, tarpaulins and other similar carrying or handling equipment hired by or loaned or leased to the Assured.

Unless caused directly by a sudden and accidental event for which the Assured is liable, in no case shall this insurance cover any actual or alleged loss damage liability or expense directly or indirectly caused by or contributed to by or arising from bending or twisting or puncturing or like damage, or any distortion or tangling, or any mechanical or electrical or electronic breakdown or failure or derangement, or any claim for the cost of any repainting or recoating or repolishing, or any damage to tyres including any cutting or puncturing or bursting or any damage resulting from braking.

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense reasonably attributable to the ordinary wear tear and/or gradual deterioration and/or depreciation of the Leased Trailers and Equipment.

Except in respect of continuing hire charges, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any actual or alleged financial loss incurred by the lessor or any other party whatsoever.

If at the time of loss the total value of all Leased Trailers and Equipment exceeds the amount declared to the Insurer by proposal, then the Assured shall be considered as being their own insurer for the difference and shall bear a proportionate share of the claim accordingly.

The liability of the Insurer in respect of claims recoverable under this Leased Trailers and Equipment Clause shall be; the amount for which the Assured is liable to the lessor in terms of the hire agreement, or the reasonable cost of repair or replacement excluding betterment; whichever the lesser, plus continuing hire charges where applicable, and is subject to the Leased Trailers and Equipment Limit specified in the Limits of Indemnity section of this insurance.

Assured's Own Transport Equipment Clause:

This insurance covers physical loss of or damage to the Assured's Own Transport Equipment arising in the ordinary course of the Assured performing Insured Services.

For the purposes of this insurance, the "Assured's Own Transport Equipment" shall mean pallets, drums, ropes, toggles, chains, nets and tarpaulins which is the property of the Assured.

Unless caused directly by a sudden and accidental event, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from bending or twisting or any distortion or tangling like damage, or any claim for the cost of any repainting recoating or repolishing.

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense reasonably attributable to the ordinary wear tear and/or gradual deterioration and/or depreciation of the Assured's Own Transport Equipment.

If at the time of loss the total value of the Assured's Own Transport Equipment exceeds the amount declared to the Insurer by proposal, then the Assured shall be considered as being their own insurer for the difference and shall bear a proportionate share of the claim accordingly.

Subject to the prior notification to and acceptance by the Insurer, and on terms and conditions to be agreed, this insurance shall extend to cover physical loss of or damage to other property of the Assured such as but not limited to office furniture and equipment, computer equipment, packaging materials, racking and cargo handling equipment whilst such property is in transit within the Territorial Limits.

The liability of the Insurer in respect of claims recoverable under this Assured's Own Transport Equipment Clause shall be the reasonable cost of repair or replacement excluding betterment and is subject to the Assured's Own Transport Equipment Limit specified in the Limits of Indemnity section of this insurance.

Employee Tools and Personal Effects Clause:

This insurance covers costs and expenses reasonably and necessarily incurred by the Assured in compensating their employees for loss of or damage to employee tools and/or personal effects in a vehicle operated by the Assured and where the employee is engaged in business on the Assured's behalf.

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1) a vehicle left unattended unless all doors, windows and other openings of the vehicle were closed and securely locked and that a door, window, opening, lock or fastener has been opened by violent and forcible means, and
- 2) any ordinary wear tear and/or gradual depreciation.

The liability of the Insurer in respect of claims recoverable under this Employee Tools and Personal Effects Clause shall be limited to the reasonable cost of repair or replacement excluding betterment, and is subject to the Employee Tools and Personal Effects Limit specified in the Limits of Indemnity section of this insurance.

GENERAL CONDITIONS:

This insurance is subject to the operation of all of the following clauses.

Apportionment of Recoveries Clause:

Any amount recovered from a third party in respect of any claim shall be credited to the Insurer to the full extent of their liability for the claim (including costs incurred in effecting recovery).

Any balance shall be credited to the Assured to the extent of the amount borne by the Assured in respect of such claim.

Where a recovery exceeds the amount that has been paid by the Insurer and the amounts borne by the Assured, such excess shall be apportioned equitably between the Insurer and the Assured, taking into account such factors as the amounts paid or borne by each and the dates on which they were paid or borne.

Cancellation Clause:

This insurance may be cancelled at any time by the Insurer or the Assured provided they give thirty (30) days notice in writing. Notice shall run from midnight of the day of issue.

The Insurer giving notice shall receive and retain pro-rata or earned premium, whichever is the greater. The Insurer receiving notice shall receive and retain the customary short-term or earned premium, whichever is the greater.

If any period of notice herein is prohibited or nullified by any law governing the construction of this clause, such period shall be deemed to be amended so as permitted by such law.

Claims Conduct Clause:

The Assured shall exercise the utmost good faith in and about making any claim hereunder.

The Assured shall ensure that all rights against carriers' bailees and other third parties are properly preserved and exercised.

Neither the Assured nor any person acting on their behalf shall admit any liability for any loss or claim or make any promise offer payment or amounts in respect of any loss or claim or agree any loss or claim or incur any costs or expenses in any connection with any loss or claim for which the Assured propose seeking indemnity hereunder.

The Insurer shall be entitled to take over and conduct in the name of the Assured any negotiations or legal proceedings in respect of any claim for which the Insurer are or may be liable hereunder.

The Insurer shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim. Furthermore, the Insurer shall be entitled to prosecute for their own benefit in the name of the Assured any claim and shall have full discretion in the conduct of any proceedings and the settlement of any claim. All costs incurred in respect hereof shall be for the account of the Insurer.

The Insurer maintains the right to withdraw their defence if all covered counts or causes of action are dismissed, stricken and/or withdrawn from any claim, arbitration or litigation.

The Insurer maintains the right to withdraw their defence and not pay any amounts after the applicable limit of indemnity has been exhausted.

Except where expressly covered by this insurance, in no case shall any sum be allowed under this insurance by way of remuneration of the Assured or any person appointed by or acting on behalf of the Assured (whether in direct contractual relationship with the Assured or not) or of any other party whatsoever for time and trouble taken to obtain and supply any information and/or documents reasonably required by the Insurer in any connection with this insurance or any loss or claim which is or may be recoverable hereunder.

Every letter, facsimile, telex, notice, writ, summons, process and paper howsoever relating thereto shall be notified and forwarded to the party specified in the Claims Notification Clause in the General Conditions section of this insurance immediately upon receipt by the Assured. This duty arises whether or not any claim has been made against the Assured.

It is hereby warranted that all claims resulting from theft or where theft may reasonably be suspected shall be reported to the police immediately.

Claims Notification Clause:

In case of any occurrence or discovery likely to give rise to a loss or claim under this insurance, the Assured shall immediately give notice to and furnish full documentation and particulars in respect thereof.

Claims Settlement Clause:

Up to the amount of the applicable Deductible and with respect to each loss, the Assured shall have the privilege of settling any claim covered by this insurance.

Such privilege is granted on the understanding that all such settlements shall be made strictly on a "Without Prejudice" basis.

This insurance shall exclude any claim made against the Assured which is prejudiced by the Assured having failed to have acted in accordance with the above. This exclusion shall only apply to the extent that the Assured's liability is increased by such occurrence.

Notwithstanding the above, all lawsuits must be promptly reported to the Insurer.

Cost and Expenses Inclusive Clause:

Notwithstanding anything expressed or implied in this insurance to the contrary any and all costs and/or expenses howsoever incurred in the mitigation investigation defence or settlement of any claim are subject to and inclusive within the Limits of Indemnity specified in the Limits of Indemnity section and/or elsewhere in this insurance.

Cross Liability Clause:

This insurance shall apply separately to each of the Assureds in the same manner and to the same extent as if a separate policy had been issued to each except that such obligation shall not operate to increase the limit of liability of the Insurer as provided for under the Limits of Indemnity section of this insurance.

Difference in Conditions and/or Limits Clause:

In the event that the extent of cover afforded by insurances arranged locally by a subsidiary or associated company under the direct management control of the Assured is more restrictive than the cover afforded under this insurance, then this insurance shall indemnify the Assured in respect thereof on a Difference in Conditions and/ Limits basis.

It is a condition of the Assured's right of recovery hereunder that the existence of this clause is not made known to such subsidiary or associated companies without the prior written approval of the Insurer.

In consideration of the payment of a claim hereunder the Insurer shall be subrogated to all rights and remedies of the Assured under such local insurance and in no case shall this insurance contribute in double insurance.

All claims payable under this Difference in Conditions and/or Difference in Limits Clause shall be payable in London to the order of the Assured, or locally at the sole discretion of the Insurer.

Due Diligence of the Assured Clause:

It is a condition of this insurance that directors and officers and partners and owners of the Assured hereunder shall at all times in the course and conduct of their business take all reasonable precautions and exercise reasonable care, skill, diligence and judgment.

The Assured shall take reasonable steps to prevent or minimise any loss or claim which may be recoverable under this insurance.

Duty of Disclosure Clause:

A contract of insurance is a contract of the utmost good faith. Utmost good faith is to be exercised by both the Assured and the Insurer at all times throughout the currency of this insurance.

This insurance is voidable if there has been any misrepresentation, mis-description or failure to disclose any material fact and/or matters and/or circumstances prior to the inception of this insurance. Failure to exercise utmost good faith after the inception variation or renewal of

this insurance may entitle the Insurer to avoid the policy or deny liability for any particular claim.

General Definitions:

All words in this insurance in the singular shall include, where the context permits, the plural and vice versa.

All words importing the masculine gender only shall include the feminine gender and the words importing persons shall include individuals, partnerships, corporations and associations.

Incorporation of Contract Conditions Clause:

It is a condition of this insurance that the Assured takes reasonable steps to ensure that all contract conditions are fully and properly incorporated for example, but without prejudice to the generality of this clause;

- 1) by the printing their contract conditions on the reverse of any invoices and company letterhead, and
- 2) by ensuring that there is a notice on the front of invoices and the company letterhead confirming that all business is transacted solely in accordance with their contract conditions and drawing any reader's attention to the fact that they are printed on the reverse side, and
- 3) by ensuring that there is a notice confirming that all business is transacted solely in accordance with their contract conditions, on all fax, stationary and is included in any and all electronic fax or e-mails or any other similar form of communication, and
- 4) by ensuring that instructions are given to all employees involved in making oral contracts (for example); via the telephone; so that such contracts are not concluded orally, but are offered subject to fax or e-mail confirmation, and
- 5) by ensuring that customers are provided with a full copy of their contract conditions by recorded or registered mail.

Insured Laws and Contracts Amendments Clause:

It is a condition of this insurance that the Assured takes reasonable steps to ensure that they, their employees and their agents:

- 1) do not make any promise, agreement or contract which waive or make void or modify any term or condition of the Insured Laws and Contracts, and
- 2) do not enter or give instructions to enter information on any transport or storage documentation which is known to be incorrect.

Law and Jurisdiction Clause:

This insurance shall be governed by the laws of Republic of India and is subject to the exclusive jurisdiction of the courts of India.

If any provision of this insurance is held to be illegal, invalid or unenforceable to any extent under the laws of India, the legality, validity and enforceability of the remainder of this insurance shall be entirely unaffected. Any such provision shall be regarded as having been modified by the courts of India so that it ceases to be illegal, invalid or unenforceable and this insurance shall continue in full force and effect as modified and its provisions shall be enforced to the greatest extent permitted by the laws of India.

Not to Inure Clause:

In no case shall this insurance inure to the benefit of any other person or firm or company or corporation or association or concern whatsoever howsoever constituted or of their insurers and, without prejudice to the generality of the foregoing, in no case shall this insurance inure to the benefit of any carriers bailees or sub-contractors (whether in direct contractual relationship with the Assured or not) or any servants agents or sub-contractors of any of them, or of any insurers of any of them, or of any other party whatsoever.

Non-Contribution Clause:

This insurance does not cover any claim loss damage liability or expense which at the time of the happening of such occurrence is insured by or would, but for the existence of this insurance, be insured by any other existing insurance. In the event of an action brought in a jurisdiction where the application of this clause would leave the Assured uninsured then this Non-Contribution Clause shall not apply.

Restricted Cargo Clause:

Notwithstanding anything expressed or implied to the contrary elsewhere in this insurance, in respect of any loss or claim arising from the provision of Insured Services upon Restricted Cargo, the liability of the Insurer shall in no case exceed the amount specified in the Restricted Cargo Limit in the Limits of Indemnity section of this insurance.

For the purposes of this insurance, "Restricted Cargo" shall mean any of the interests specified below unless the Assured and/or their employees are not aware or in the ordinary course of their business could not have been aware of the nature of the interests prior to the accident or occurrence giving rise to the loss complained of:

- 1) Hazardous or dangerous goods
- 2) Household or Factory removals
- 3) Micro-chips or computer chips or micro-processors or CPU's or semi-conductors or mobile/cellular telephones or MP3 players of every description, unless the Assured takes reasonable steps to ensure that such theft attractive interests are appropriately transported and/or stored (for example, goods are handled in accordance with a customer's security instructions, or goods are handled in accordance with the Assured's own standards of care for such interests, or goods are transported or stored in accordance with TAPA guidelines)
- 4) Stamps, vouchers, tokens or tickets of any kind, credit and/or debit and/or cash dispenser cards of any kind, non-negotiable securities of any kind such as crossed cheques, and negotiable securities and any other documents negotiable as or equivalent to cash

Special Declaration of Value or Interest in Delivery Clause:

Where the Insured Laws and Contracts contain a provision whereby the Assured's liability may be increased by a special declaration of value and/or special interest in delivery, privilege is hereby granted to the Assured to accept such declarations up to the amount specified in the Special Declaration of Value or Interest in Delivery Limit in the Limits of Indemnity section of this insurance.

Such privilege is granted in consideration of payment of an additional premium and/or the application of an increased Deductible as specified in the Deductibles section of this insurance.

Sub-Contractors Clause:

It is a condition of this insurance that the Assured shall take reasonable steps to ensure that all sub-contractors that they utilise:

- 1) are of good repute and financial standing, and
- 2) have the requisite knowledge, skill and experience to properly perform the services which they have been engaged to perform, and
- 3) assume under their trading conditions in all respects no lesser liability than the Assured, a
- 4) are fully insured with an insurance company in respect of any pertinent liability in full.

Subrogation Clause:

The Assured shall at the request and expense of the Insurer perform all such acts as may be required by the Insurer so that if the Insurer pays any claim arising under this insurance any rights and/or remedies to which the Insurer should become entitled or subrogated are upheld and enforced against any other party, and any right to relief or indemnity to which the Insurer should become entitled or subrogated is maintained against any other party, whether such acts shall be or become

necessary or are or may be required before or after indemnification by the Insurer of the Assured or any other claimant.

EXCLUSIONS:

In addition to any other exclusions or exceptions stated elsewhere in this insurance and notwithstanding anything expressed or implied to the contrary elsewhere in this insurance, in no case shall this insurance indemnify the Assured in respect of any liabilities and/or costs and expenses and/or other events defined in the clauses hereunder.

Confiscation Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from confiscation or requisition or embargo or nationalisation or destruction by any government or public or local authority.

Defamation, Libel and/or Slander Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any defamation, libel and/or slander.

Embargo and Sanctions Exclusion Clause

The Insurer is not liable to make any payment for liability under any coverage section of this Policy or make any payment under any Extension for any loss or claim arising in, or where the Assured or any beneficiary under the Policy is a citizen or instrumentality of the government or, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, have established any embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Assured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer.

Excluded Cargo Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the provision of Insured Services upon Excluded Cargo.

For the purposes of this insurance, "Excluded Cargo" shall mean any of the interests specified below:

- 1) Blood and/or blood plasma
- 2) Bullion and money or every description for example, but without prejudice to the generality of this clause; cash, bank notes, coins, currency notes or currency of any kind
- 3) Livestock, bloodstock and living creatures
- 4) Watches, jewellery (costume jewellery excepted), precious stones or gems or metals or items made from or containing such interests
- 5) Any time sensitive or critical written material or documents for example, but without prejudice to the generality of this clause; bids and contract proposals
- 6) Architect's models and prototypes
- 7) Bottled spirits
- 8) Cigarettes, cigars and any other tobacco products
- 9) Fine Arts and Antiques

For the purpose of this insurance, "Fine Art and Antiques" shall mean all paintings, etchings, pictures, tapestries and other bona fide works of art, for example but without prejudice to the generality of this clause; valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac, collections of books, mixed periodicals, photographs, slides, clippings and other articles of a similar nature including furnishings.

- 10) Any interest whatsoever transported and/or stored in a temperature controlled space
- 11) Any Approved Cargo whilst being transported under its' own power or whilst being towed on its' own axle for example, but without prejudice to the generality of this clause; motor vehicles, motor cycles, caravans, horse boxes and trailered boats
- 12) Any interest whatsoever owned or hired by or leased or loaned to the Assured except in respect of those interests specifically insured under the Leased Trailers and Equipment Clause and the Assured's Own Transport Equipment Clause in the Insured Risks section of this insurance

However, if the Assured and/or their employees or agents are not aware or in the ordinary course of their business could not have been aware of the nature of the interests specified in 1) to 4) above prior to the accident or occurrence giving rise to the loss complained of, then the aforementioned exclusion shall not operate in respect of penalties and fines incurred by the Assured where such penalties and fines are the subject of indemnity under the Errors and Omissions Clause in the Insured Risks section of this insurance.

Financial Risks Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any extension of credit or advance of money by the Assured, or any inability of the Assured to pay or collect accounts, or the insolvency or financial default of the Assured or any person with whom they contracted whether directly or indirectly, or any error or defect in any monetary transaction or in accountancy, including COD and CAD transactions, or the wrongful accounting of customers' funds or funds held in trust on their behalf, or to the extent that any claim loss damage liability or expense is aggravated by the Assured not paying promptly, or at all, any account.

This exclusion shall not apply in respect of COD and CAD transactions for which the Assured may be liable in terms of an International Convention or mandatory National Law applicable to the Insured Services being performed and the loss complained of. Such claims shall be considered in terms of the Errors & Omissions clause in the Insured Risks section of this insurance and shall be further sub-limited to an amount not exceeding two times the charges receivable by the Assured for the carriage of the Approved Cargo which are the subject of the claim.

Institute Cyber Attack Exclusion Clause - 10/11/03:

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10/11/2003;

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

ISM Code Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Approved Cargo being carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Approved Cargo on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- a. either that such vessel was not certified in accordance in accordance with the ISM Code OR
- b. that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

The ISM Code means the International Safety Management Code incorporated into the International Convention for the Safety of Life at Sea 1974 (SOLAS).

ISPS Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Approved Cargo being carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International Ship and Port Facility Security (ISPS) Code when, at the time of loading of the Approved Cargo on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware that such vessel was not certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

Liability to Authorities Exclusion Clause:

Except to the extent provided in the Errors and Omissions Clause in the Insured Risks section of this insurance, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or arising from the Assured's liability for duty, taxes, fines or penalties to any customs authority or any other government, port, public, local authority or any other regulatory authority or body whatsoever.

Loss of Life or Personal Injury Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from death of or bodily injury to or illness or trauma of or any syndrome suffered by a person or living creature.

Performance Guarantee Exclusion Clause:

Except in respect of the delay in delivery of Approved Cargo and to the extent provided therefore in the Insured Laws and Contracts, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any contract guarantee, liquidated damages, performance bond or penalty clause, or any deadline whatsoever howsoever incorporated into any agreement or contract into which the Assured entered in.

For the avoidance of doubt, the above Exclusion applies equally in respect of any Bespoke Customer Contract that may have been agreed to by the Insurer.

Pollution and Contamination Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any seepage and/or pollution and/or contamination and/or damage to the environment, atmosphere, watercourse, body of water or third party, public or private property whatsoever howsoever arising and/or any threat thereof whatsoever howsoever arising.

Public Policy Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any event whatsoever in respect of which indemnity from Insurer is contrary to public policy.

Punitive or Exemplary Damages Exclusion Clause:

Except to the extent provided under the Errors and Omissions Clause in the Insured Risks section of this insurance, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any punitive, exemplary, penalty or multiple damages awarded against the Assured or any person for whom the Assured may be held liable.

Reckless and/or Dishonest Conduct of the Assured Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the reckless conduct of, or any illegal trade or dishonest or fraudulent or malicious or criminal act or omission of, a director or officer or partner or owner of the Assured hereunder.

Notwithstanding the above, the Insurer agrees to provide a defence for such claims unless or until a judgement or other final adjudication adverse to the Assured is established and at which time the Assured shall indemnify the Insurer for all costs and expenses incurred by the Insurer in respect of such defence.

The defence of such a claim in the manner described above shall not be considered as a waiver or otherwise prejudice any rights of either party.

Third Party Property Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense to any public, private or third party property of whatsoever description howsoever arising.

Unattended Vehicle Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from theft of or from a vehicle and/or trailer and/or container when left unattended whilst being operated by the Assured or their employees unless:

- 1) resulting from the violent and forcible entry into or exit therefrom, and
- 2) in respect of rest breaks or overnight stops, that such rest breaks or overnight stops are only taken at designated parking areas for road hauliers.

In the event of a claim the onus shall be on the Assured to demonstrate that these procedures were adhered to.

Unexplained Loss or Mysterious Disappearance Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any inventory shrinkage or unexplained loss or mysterious disappearance of Approved Cargo whilst in store including for example, but without prejudice to the generality of this clause; any unexplained discrepancy between any records made or kept by the Assured and any produced by any customer, any loss subsisting only in a profit and loss comparison or calculation, or in the absence of satisfactory physical or recorded evidence of tampering any loss or shortage (a) discovered upon taking inventory or preparing Approved Cargo for any movement, and (b) not traceable to an identifiable event.

This exclusion clause shall not apply where the Assured is liable for such inventory shrinkage or unexplained loss or mysterious disappearance in terms of an International Convention or mandatory National Law compulsorily applicable to the Insured Services being performed and the loss complained of.

War, Strikes and Terrorism Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power; confiscation or expropriation; capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat; any terrorist act or any person acting from a political or ideological motive; strikers, locked-out workmen, or person taking part in labour disturbance, riots or civil commotions; derelict mines, torpedoes, bombs or other derelict weapons of war.

Wrongful Release of Approved Cargo Exclusion Clause:

Where the Assured is contractually obliged to deliver or release Approved Cargo only upon proof of payment or upon the consignor or the consignor's bank or any other party granting prior written authority for release of Approved Cargo, in no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the release of Approved Cargo unless such authority or proof has been obtained.

This exclusion shall not apply where Approved Cargo is in good faith inadvertently released without such authority or proof having been obtained. In such instances, claims shall be considered in terms of the Errors and Omissions Clause in the Insured Risks section of this insurance.

Appendix 1 – Warehouse Standards

Records of all inspections and the details of any maintenance or other works undertaken and copies of any certification issued shall be retained by the Assured and provided to the Insurer upon request.

In the event that any of the minimum standards of care defined hereunder are contrary to the local Health & Safety and/or Fire and/or any other similar laws and/or rules and/or regulations applicable in the state and/or country and/or jurisdiction in which the warehouse is situated then the Assured shall not be bound thereby and shall give immediate notice thereof to the Insurer.

- 1) All Health & Safety and/or Fire and/or any other similar laws and/or regulations applicable in the state and/or country and/or jurisdiction in which the warehouse is situated are complied with in full.
- 2) In respect of warehouses with a perimeter fence, such fence shall be inspected at least every 12 months by a responsible official of the Assured and certified to be in good order.
- 3) All fire fighting equipment, including sprinklers where fitted, shall be maintained in accordance with the manufacturer's specification and inspected and certified to be in good working order by the Fire Department or other suitably qualified independent contractor at least every 12 months.
- 4) When welding or flame-cutting equipment, blow-lamps, blowtorches, hot air guns and/or any other equipment producing heat is utilised, a Permit to Work shall be utilised (example available from the Insurer upon request).
- 5) The electrical, gas and plumbing installations throughout the warehouse and office area are to be checked and certified to be in good order by a suitably qualified independent contractor every 3 years or as otherwise required in the state and/or country and/or jurisdiction in which the warehouse is situated, whichever the lesser.
- 6) The roof, gutters and drains are to be cleaned and inspected and certified to be in good order by a responsible official of the Assured at least every 12 months.
- 7) Only appropriately licensed and/or trained personnel shall operate forklifts or similar mechanical handling equipment.

- 8) The safe working load or manufacturer's guidelines in respect of handling equipment or racking shall not be exceeded.
- 9) Cargo which is susceptible to wet damage or contamination shall be stored a minimum of 12 centimeters above the warehouse floor except in respect of warehouses which are less than two meters from a watercourse where cargo shall be stored a minimum of 24 centimeters above the warehouse floor.
- 10) Clear access to the firefighting equipment shall be maintained at all times.
- 11) Smoking shall be prohibited in all warehouses or limited to a designated space free from risk of fire.
- 12) A register of all persons and vehicles entering the warehouse facility shall be maintained.
- 13) Any person who is not an employee of the Warehouse Keeper who enters the warehouse shall be accompanied by an employee of the Warehouse Keeper at all times whilst within the warehouse.
- 14) All LPG gas cylinders shall be secured within a metal cage, or other storage space of similarly robust construction, located in an area free of risk of impact.
- 15) All battery charging shall be undertaken in an area free of storage and which is well ventilated and equipped with smoke and/or fire detectors.
- 16) All broken pallets, spent polythene wrap and all other waste materials shall be removed from the warehouse daily and shall be housed in a secure container located remote from building.
- 17) Where sprinklers are fitted cargo shall not be stored higher than the maximum storage height recommended by the manufacturer. If no specification is provided by the manufacturer then the Warehouse Keeper shall obtain and abide by a directive from the fire department.
- 18) Any electronic security system must contain an alternative power source so as not to be disabled during a power failure.
- 19) Except where warehouse employees and/or security personnel are in attendance for 24 hours per day of each and every day, any warehouses where the value of all the cargo in storage at any one time may reasonably be expected to exceed INR shall be:
 - a. fully alarmed for theft (central station alarm) and such alarm shall be maintained to the manufacturer's specification. The alarm system shall extend to include the office area of the warehouse facility. Detectors/sensors shall be fitted to all windows, doors and other openings and movement detectors shall cover the entire warehouse area including the office area.
 - b. fitted with a sprinkler system or shall be fully alarmed for smoke and fire (central station alarm). The alarm or sprinkler system shall extend to include the office area of the warehouse facility. Such alarm or sprinkler system shall be maintained to the manufacturer's specification.

Copies of all signed contract conditions, credit applications, inventory and maintenance records shall be held off-site or held in a fire proof safe if on site.

Grievance Lodgement Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Freight Forwarders Liability Insurance

UIN: IRDAN108CP0010V01200910



Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 – 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044-24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 – 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
AHMEDABAD	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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh	Rajasthan

Freight Forwarders Liability Insurance

UIN: IRDAN108CP0010V01200910



WITH YOU ALWAYS

	Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in				Ballia, Sidharathnagar	
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry		MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands		NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budauan, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhan agar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganar, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli,		PATNA	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	Bihar, Jharkhand
				PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.