



## TEA CROP INSURANCE CLAUSES

UIN: IRDAN108P0006V01200102

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## POLICY WORDINGS

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### **Tata AIG General Insurance Co. Ltd.**

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

## 1. DURATION OF COVER:

This insurance attaches from the time the Green Leaf is plucked at the Assured's Estate named herein and whilst being processed at the Factory and further continues whilst in transit by approved conveyance(s) and/ or vessel(s) (as specified in the Schedule to the relative Policy) until:

- i. Sold at Auction Centers in India but not exceeding 30 days from the date of arrival at an approved Tea Warehouse at the place of Auction, unless the period of Storage is extended by payment of Additional Premium at the inception of cover, always provided that the teas remain at the risk of the Assured, but in any event, cover is not to extend beyond 15 days from the date of Auction.
- ii. Delivered to Agents/ Buyers anywhere in India, but not exceeding 7 days from the date of arrival at the destination Road/ Railway Station.
- iii. sold at the Auctions in Overseas Country (shipped via a named Indian Port) but not exceeding 30 days period of Storage either at the Port of Shipment or any recognized Tea Warehouses at destination, (subject in any case to the provisions of Transit Clause No. 8 of the Institute Cargo Clauses), unless the periods of Storage in Warehouses at Ports of Shipment and in the Tea Warehouses located in the Overseas Country are extended by payment of Additional Premium at the inception of cover.
- iv. Delivered to the Buyers' or Consignees' Warehouse (shipped via a named Indian Port against firm C. I. F. Sale Contracts) in the overseas country but not exceeding 30 days period of storage at the port of shipment (subject in any case to the provisions of Transit Clause No. 8 of the Institute Cargo Clauses), unless the period of storage at the Port of Shipment is extended by payment of additional premium at the inception of cover.
- v. Placed on board the overseas vessel at a named Indian Port when sold on F. O. B. terms, but not exceeding a total period of 30 days from the date of arrival at a Tea Warehouse/ Warehouses at the Port of Shipment, unless the period of storage in such Warehouse(s) is extended by payment of additional premium at the inception of cover.

Shipments via Indian Ports or to overseas Ports/ final destinations other than those declared at inception will be covered at the specific request of the Assured on payment of additional premium.

This insurance may be extended to cover Tea which is manufactured at any Neighboring Estate including the risk of transit, to and fro, on payment of Additional Premium before inception of cover.

This insurance is only to cover dispatches effected from the concerned Tea Garden within the policy period and any Tea Held Back on the Estate beyond the policy period will be completely outside the scope of the said Policy.

## 2. TERMS OF COVER

This insurance is against All Risks of physical loss of or damage to the subject-matter insured but shall in no case be deemed to cover loss, damage or expense proximately caused by inherent vice or nature of the subject-matter insured or delay even if delay is caused by the operation of an insured peril.

### TRANSITS/ SHIPMENTS WILL BE SUBJECT TO THE FOLLOWING CLAUSES:

#### INLAND TRANSITS:

- i. Inland Transit (Rail or Road) Clause - A (All Risks) attached hereto
- ii. Inland Transit (Inland Vessels) Clause - A (All Risks) attached hereto
- iii. Strikes, Riots and Civil Commotions Clause

## OVERSEAS SHIPMENTS:

- i. Institute Cargo Clauses (A) attached hereto
- ii. Institute Cargo Clauses (Air) (Excluding sendings by Post) attached hereto
- iii. Institute Classification Clause attached hereto
- iv. Institute War Clauses (Cargo) attached hereto subject to 7 days' Notice of Cancellation
- v. Institute War Clauses (Air Cargo) (Excluding sendings by Post) attached hereto subject to 7 days' Notice of Cancellation
- vi. Institute Strike Clauses (Cargo) attached hereto subject to 48 hours' Notice of Cancellation
- vii. Institute Strike Clauses (Air Cargo) attached hereto subject to 48 hours' Notice Of Cancellation Institute Radioactive
- viii. Contamination Exclusion Clause

## 15% ON GARDEN CLAUSE:

This insurance covers Made Tea of the period of insurance whilst at the Assured's Estate and/ or Neighboring Estate (when sent for manufacture) for any purpose whatsoever, but insurance against the risk of Fire, Earthquake and other convulsions of nature and also the risks of Strikes, Riots and Civil Commotions, when covered as per Institute Strike Clauses, shall be limited to 15% of the estimated annual total weight of Made Tea of the Garden insured, valued in accordance with the Agreed Value provision of this Clause. For the purpose of this Clause, the value declared at the inception of cover (either on Agreed Value basis or provisional Value Basis) in respect of tea to be disposed of in India shall be deemed to be the Agreed Value. The Assured is to bear a ratable proportion of the Toss, if the total amount of the tea lying at the Estate and any Neighboring Estates when sent for manufacture is more than 15% or as may be declared to the Insurers.

The risks of Explosion, Aircraft Damage and Impact Damage are also covered.

Teas in excess of 15%, as stated above, which may be lying cumulatively at the Garden and the Neighboring Estates for reasons beyond the control of the Assured will be covered at the specific request of the Assured, subject to payment of Additional Premium.

## 3. EXCLUSIONS:

- i. Notwithstanding anything herein contained to the contrary, this Policy is warranted free of claims for loss of or damage to the subject-matter insured, whether Green Leaf or partly/ wholly manufactured Tea, directly or indirectly caused by the absence or shortage, withholding or withdrawal of labor of any description whatsoever under any circumstance.
- ii. Loss or damage attributable to any fault, neglect or defect in the manufacturing process and/ or packing materials used.
- iii. Loss due to interruption in manufacture consequent upon stoppage of Power Supply and/ or Breakdown of Machinery, howsoever arising.
- iv. Any trade loss, including chest allowance, as agreed to by the Tea Brokers.
- v. Any loss or damage pertaining to previous season's Manufactured Tea Held Back at Garden unless specifically covered under this Policy.

## 4. BASIS OF VALUATION

(Option 'A' or 'B' or 'C' and 'D' - Delete options not required)

- A.1 The Valuation of Tea for the purpose of this insurance is agreed to be Rs. \_\_\_\_\_ per Kg. of Made Tea to be disposed of in India, including FOB and C & F Sales.
- A.2 For the purpose of this insurance, tea to be disposed of in Overseas Countries is provisionally valued at Rs. \_\_\_ per

Kg. of Made Tea, being an average price obtaining for the Garden during the preceding 3 completed and adjusted-years excluding the expiring year but liable to final adjustments as per Clause 7 in terms of the following stipulations:

- a. For tea sold at Overseas Auctions and tea shipped on Consignment Basis to Overseas Countries, the actual amount realized on same shall be treated as the insured value
- b. For tea sold and shipped (against firm C. I. F. Sale Contracts) to the Overseas Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C. I. F. value + 10% shall be taken as the Insured Value, subject to final adjustment as per Clause 7.

B. The valuation of Tea for the purpose of this insurance is agreed to be Rs. \_\_\_\_\_ per Kg. of Made Tea, excluding C. I. F. Sales. For tea sold and shipped C. I. F. to Overseas Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C. I. F. value + 10%) should be taken as the insured value, subject to final adjustment as per Clause 7.

C. For the purpose of this insurance, tea is valued provisionally at Rs. \_\_\_\_\_ per Kg. of Made Tea being an average price obtaining from the Garden during proceeding three completed and adjusted years, excluding the expiring year subject to final adjustment as mentioned in Clause 7 on the basis of actual production and actual amount realized on same.

AND

D. Tea Waste (Agreed Value)

## 5. LIMITS

- a) Single Despatch/ Shipment Limit      Rs. \_\_\_\_ Any one Despatch/Shipment per any one Conveyance/ Vessel.
- b) Location Limit                      Twenty times the single Despatch/ Shipment limit referred to in on any one location other than on Garden for other which limit has been specified in the "On Garden Clause" in Clause 2 hereinabove or Held Covered.

Claims for loss, damage to Tea whilst in transit from the Assured's Garden to Agents/ Buyers in any place in India or other than Auction Centers including FOB and C & F Shipments where no Brokers are involved, shall be settled on the basis of the Carrier's Certificate of loss/ damage and/ or independent Surveyor's Report and Account Sales/ Sale Invoice

## 6. BASIS OF SETTLEMENT OF CLAIMS

6.1 In the event of loss in weight from apparently sound chests, the Insurer's liability shall be limited to 75% of such loss. Notwithstanding the above, no liability shall attach to Insurers hereunder in respect of sound chests/ bags arriving with shortages of 5% in net weight per packing or less subject also to the following Excess Clause:

**"Claims for losses, if any, under this Policy, shall be subject to an Excess of Rs. 2000/- per consignment/ per occurrence".**

Brokers' Certificate shall be accepted as proof of loss/ claim in case of shortages from apparently tampered chests/ bags and short delivery of complete chests/ bags. Brokers' Certificates must be supported by a Certificate of Shortage/ damage issued by the Carriers or their authorized representatives. The Insurers, however, reserve the right of appointing independent licensed Surveyors.

### 6.2 AT THE GARDEN

In the event of loss before manufacture, 4 kgs. of Green Leaf to be considered equal to 1 kg. of Made Tea. Claims for loss of or damage to tea by an insured peril, while on

the Insured's Garden and/ or Neighboring Garden for manufacture, shall be settled either for the Agreed Value or Provisional Value, as applicable to teas to be disposed of in India, less all unincurred expenses, whether in respect of Green Leaf or partly/ wholly Manufactured Tea.

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

### 6.3.1 DURING INLAND TRANSITS:

Claims for partial loss of or damage to tea whilst in transit from the Assured's Garden to warehouses at Auction Centres anywhere in India or any Port of Shipment in India and/ or prior to and/ or during loading on to the overseas vessels shall be settled on the basis of the Brokers' Certificates, Account Sales and Invoice. Claims for loss or .damage to Tea whilst in transit from the Assured's Garden to Agents/ Buyers in any place -in-India other than Auction Centres, including FOB and C 8E, F Shipments, where no Brokers are involved, shall be settled on the basis of Carrier's Certificates of loss/ damage and/ or independent Survey Report and Account Sales/ Sale Invoice.

In the event of loss of or damage to one or more complete chests/ bags of teas (forming part of an Overseas Shipment Invoice), whilst in transit from the Assured's Garden to the Ports of Shipment in India, claim in respect thereof shall be settled on the basis of either:

- a) In respect of teas on Consignment Sale abroad, the Estate's Average Rate on the date of arrival in the warehouses at the Ports of Shipment of the remainder of the chests covered by the relative Shipment Invoice.
- b) In respect of tea on Firm Sale Contract, the insured valuation in respect of tea appropriated against Firm Sale Contracts.

Less: all unincurred expenses in respect of (a) & (b) above.

In the event of loss of or damage to a whole invoice prior to sale whilst in transit from the Assured's Estate to Warehouse anywhere in India or any other Port of Shipment in India, claims in respect thereof shall be settled on the basis of either:

- i. In respect of tea on Consignment Sale Basis, claim shall be settled on the basis of the average gross sound values realized on the previous and next succeeding invoices for similar sale of like tea of the Assured's Garden, but in the event of one being non-existent, the value of the other shall be taken as the basis of settlement.
- ii. In respect of tea on Firm Sale Contract, Claim shall be settled on the basis of the Insured Valuation in the case of tea appropriated against Firm Sale Contracts.

Less: All unincurred expenses in respect (i) and (ii) above.

**If Teas despatched from the Gardens are carried by own vehicle or private carriers/ other modes of transportation where the Insurer may not have recovery rights, claims in respect of such dispatches should be paid to the extend of 90% of the Assessed**

**Loss and the balance 10% of the Assessed Loss shall be borne by the Insureds.**

### 6.3.2 DURING STORAGE WITHIN INDIA

In the event of loss of or damage to tea during storage in warehouses anywhere in India or any Port of Shipment in India, claims for such loss or damage shall be settled on the basis of the Garden's Average Prices on the dates of occurrence of such loss or damage or on the basis of the Broker's Account Sales/ Sales Invoice in the case of tea which has already been sold.

### 6.3.3 DURING OVERSEAS SHIPMENTS INCLUDING STORAGE OVERSEAS

Claims in respect of "Consignment Tea", Auction Sales shall be settled on the basis of the Brokers' Valuation Certificates and Account Sales or other acceptable evidence of the actual sale values realized as per custom of the trade. Where, however, parent break prices are not available, the Insurer's liability under this Policy shall be limited to 130% of the provisional value less all uninsured expenses.

Claims in respect of Private Sale Tea, shall be settled on the basis of the Sum Insured specified in the relative Certificates of Insurance, which shall be deemed to be the Agreed Values.

### 6.3.4 UNSOLD TEA AT AUCTION CENTRES

Teas dispatched from the Garden within the policy period for sale at Auction Centers in India or Overseas and lying unsold at the time of submission of the Final Premium Adjustment Statement within 180 days as provided for hereinafter shall be valued at 130% of the Provisional Value both for adjustment of the premium and settlement of claims arising during the period of storage opted for.

## 7. PREMIUM ADJUSTMENT CLAUSE

7.1 The premium collected shall be subject to adjustment on the basis of tea actually produced, sold, unsold or otherwise disposed of.

The Insured shall submit to the Insurer a Final Premium Adjustment Statement furnishing particulars of actual total crop and sale proceeds together with a certificate from the Auditor or the Chief executive of the Company or a certified copy of the Excise Assessment or the Balance Sheet for the concerned year, within 180 days from the date of expiry of the Policy. The Final Premium Adjustment Statement should specify the quantity of all tea produced, whether sold by auction, sold privately, ex-garden or otherwise disposed of, including gift tea, sample tea, tea consumed at the Estate, tea wastes and tea totally lost/ destroyed/ damaged, howsoever caused, and tea remaining unsold and Held Back at the Garden.

Depending on the provisional premium collected and the actual premium payable, the Insured may be required to pay the difference in premium or may become entitled to a refund of premium, as the case may be. If the total turnover for the current year shall exceed or fall short of the estimated quantity of made tea, then the difference shall be met by a further proportionate payment of premium to the Insurer or by refund of premium by the Insurer to the Insured, as the case may be, in terms of the Final Premium adjustment Statement received by the Insurer.

7.2 Final Adjustment of the premium under the Policy issued on Agreed-Value basis shall be done for the actual crop/ turnover as against the estimated crop/ turnover proposed at the inception. For Policies issued on Provisional-Value basis, the adjustment shall be done for both the actual crop/turnover and for the actual value realized as against the estimated crop/ turnover and value proposed at the inception.

7.3 Where insurance has been effected on Agreed-Value basis for disposals in India and Provisional-Value basis for

disposals overseas, the adjustment for entire crop and value shall be made as aforementioned, separately for the respective disposals on Agreed-Value basis and the Provisional- Value basis.

7.4 Should the Insured fail to comply with the requirements laid down under para 2 of Rule 7.1 given wherein above, the Insurer will adjust final premium under such Policies and close such Policies in the following manner:-

a. Where insurance has been effected on Agreed-Value basis, for the purpose of arriving at the actual turnover of made tea during the period of Insurance, the estimated turnover declared by the Insured • under various heads will be loaded by 30% and Sum Insured and premium adjusted accordingly.

b. In case of tea insured on Provisional-Value basis, both the provisional quantities of tea and the Provisional Value per kilogram of tea estimated and declared by the Insured will be loaded by 30% and Sum Insured and premium adjusted accordingly.

7.5 After receipt of the Final Premium Adjustment Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and demanded by the Insurer in writing on the basis of the said Final Premium Adjusted Statement, within 30 days from the date of demand being made. **Failure to pay the Premium being demanded will automatic cancellation of the Policy for the current period immediately on expiry of the said 30 days without any further notice.**

7.6 In the event of non-payment of balance premium on account of adjustment, as demanded by the previous Insurer, this Policy shall stand automatically cancelled in terms of the Cancellation Clause (Clause 10).

## 8. BONUS/ MALUS CLAUSE

Notwithstanding anything to the contrary contained in the within mentioned Policy, it is hereby agreed that rate of premium chargeable at each renewal of the Policy covering the Garden insured hereunder shall be arrived at by applying on the Basic rate (ref. Note 3 below) the following Bonus/ Malus Scale, based on the loss ratio relevant for the particular renewal:

### BONUS (DISCOUNT)

Loss Ratio	Percentage of Discount on Basic Rate
Not exceeding 10%	35%
Exceeding 10% but not exceeding 20%	30%
Exceeding 20% but not exceeding 30%	25%
Exceeding 30% but not exceeding 40%	20%
Exceeding 40% but not exceeding 50%	15%
Exceeding 50% but not exceeding 60%	10%
Exceeding 60% but not exceeding 70%	Basic Rate (i.e. no discount)

### MALUS (LOADING)

Loss Ratio	Percentage of Discount on Basic Rate
Exceeding 70% but not exceeding 80%	10%
Exceeding 80% but not exceeding 90%	20%
Exceeding 90% but not exceeding 100%	30%
Exceeding 100% but not exceeding 110%	40%
Exceeding 110% but not exceeding 125%	50%



Exceeding 125% but not exceeding 150%	75%
Exceeding 150% but not exceeding 200%	90%
Exceeding 200% but not exceeding 250%	100%
Exceeding 200% but not exceeding 250%	125%
Exceeding 250% but not exceeding 300%	150%
Exceeding 300% but not exceeding 400%	175%
Exceeding 400% but not exceeding 500%	225%
Exceeding 500% but not exceeding 750%	300%
Exceeding 750%	400%

NOTE 1: To arrive at the Loss Ratio for application of the Bonus/ Malus provision as above, finally adjusted net premium and all claims (i.e. Paid and Outstanding) including claims on account of catastrophic losses (excluding War & SRCC premium & claims) will be taken into account in respect of 3 underwriting years immediately preceding the expiring year.

NOTE 2: The claim amount referred to in NOTE 1 above shall be net of recovery represented by Carriers' Legal Liability Insurance (Tea Crop) Premium, net of Discount/ Agency Commission.

NOTE 3: For the purpose of this Clause, 'Basic Rate' shall mean aggregate of the rate(s) and extra(s), excluding War & SRCC rates, as applicable, for the cover granted for the Garden insured hereunder.

NOTE 4: In case of change in ownership of a Tea Garden, Proposal will be treated as a fresh risk. In such cases, Bonus/ Malus will be applicable only after 4 years from the date of taking out insurance cover by the new owners on the basis of experience generated for 3 years immediately preceding the expiring year.

## 9. REASONABLE DESPATCH CLAUSE

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Further, it is necessary for the Assured to give prompt notice to the Company of any event

- Which is held covered under this Insurance
- Giving rise to a claim under this Insurance,

As soon as they have obtained information of loss/ damage from the Carriers/ Brokers/ Warehouse-keepers concerned and the right of recovery hereunder is dependent on compliance with this obligation.

## 10. CANCELLATION CLAUSE

- This policy may be cancelled by giving 30 days' Notice of Cancellation in writing by either side. In the event of such cancellation, Insured shall submit within 60 days of cancellation, the Final Premium Adjustment Statement, duly certified by their Auditors, for the period the Policy was in force for adjustment of premium for the period of cover. However, this provision for adjustment does not apply to cancellation of Policies as provided for in 10 b, 10 c & 10 d.
- Consequent upon non-receipt of the Final Premium Adjustment Statement, as required under Clause (7) above, for adjustment within the stipulated time by the Company, it shall be incumbent on part of the Insured to pay the Additional Premium demanded by the Insurer within 30 days from the date of demand so made in writing. Failure to pay the Final Premium demanded will entail automatic cancellation of the Policy immediately on expiry of the said 30 days **without giving any further notice.**
- It is further agreed that after receipt of the Model Premium Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and

demanded by the Company in writing after adjustment of premium on the basis of the said Model Premium Statement, within 30 days from the date of demand being made. Failure to pay the Additional Premium so demanded will entail automatic cancellation of this Policy immediately on expiry of the said period of 30 days **without any further notice to the Insured.**

- Provision for Cancellation as provided for in 10 b 86 10 c above shall also apply when expired Policy is with one Insurer and the current Policy is with another Insurer.

## 11. WARRANTIES

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder:

- To take measures as may be reasonable for the purpose of averting or minimizing such loss, and
- To ensure that all rights against Carriers, Bailees or other Third Parties are properly preserved and exercised by lodging a monetary claim against Railway/ Road Carriers/ Bailees within six months from the date of Railway/ Lorry Receipt or as prescribed by the relevant Statute, and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Claims for losses, if any, under this Policy occurring after the tea leaves the Garden, shall be subject to an Excess of Rs.2000/- per consignment/ per occurrence.

## ANNEXURE – E

### THE TATA AIG GENERAL INSURANCE COMPANY LIMITED

#### Strikes Riots and Civil Commotion Clause

(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, except as provided in clause 2 below loss Clause of or damage to the subject matter Insured caused by
  - 1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any terrorist or any persons acting from a political motive.

## EXCLUSIONS :

- In no case shall this insurance cover
  - 2.1 loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
  - 2.2 loss damage or expense proximately caused by the absence shortage or with holding of labour of any description whatsoever during any strike, lockout labour disturbance, riot or civil commotion.
  - 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

- 2.4 loss damage or expenses caused by war, civil war, revolution, rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

## ANNEXIRE – F

### THE TATA AIG GENERAL INSURANCE COMPANY LIMITED INLAND TRANSIT (RAIL OR ROAD) - CLAUSE B (Basic Cover)

#### RISKS COVERED

This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or

Risks Clause

1. damage to the insured goods caused by
  - a.
    - i. fire
    - ii. lightning
    - iii. breakage of bridges
  - b.
    - i. collision with or by the carrying vehicle
    - ii. overturning of the carrying vehicle
    - iii. derailment or accidents of like nature to the carrying railway wagon/ vehicle.

#### EXCLUSIONS

2. In no case shall this insurance cover

General Exclusions Clause

- 2.1 loss, damage or expense attributable to wilful misconduct of the assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter
- 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 2.3 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by 3 risk insured
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

3. In no case shall this insurance cover loss damage or expense caused by

War Exclusion Clause

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by Clause or a belligerent power
- 3.2 capture seizure arrest restraint or detention and the consequences thereof or any attempt thereat
- 3.3 derelict mines bombs or other derelict weapons of war.

4. In no case shall this insurance cover loss damage of expense

Strike Exclusion Clause

- 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
- 4.2 resulting from strikes lock-outs, labour

disturbances, riots or civil commotions

- 4.3 caused by any terrorist or any person acting from a political motive.

- 4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons.

#### DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy and continues during the ordinary course of transit including customary transshipment, if any

Transit Clause

- i. until delivery to the final warehouse at the destination named in the policy, or
- ii. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- iii. in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

- N.B.** 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

#### CLAIMS

6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

Insurable Interest Clause

- 6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

#### BENEFIT OF INSURANCE

7. This insurance shall not inure to the benefit of the Carrier or other bailee.

Not to Inure Clause

#### MINIMISING LOSSES

8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

Duty of the Assured Clause

- 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

- 8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in

addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.
- Waiver clause

## AVOIDANCE OF DELAY

10. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.
- Reasonable Dispatch Clause

## ANNEXURE – G

### THE TATA AIG GENERAL INSURANCE COMPANY LIMITED INLAND TRANSIT (RAIL OR ROAD) - CLAUSE A (All Risks)

#### RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject matter insured except as provided in Clauses 2, 3 and 4 below.
- Risks Clause
2. In no case shall this insurance cover
- General Exclusions Clause
- 2.1 loss, damage or expense attributable to wilful misconduct of the assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- matter Insured
- 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause
- 2.4 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage
- 2.5 is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
3. In no case shall this insurance cover loss damage or expense caused by
- War Exclusion Clause
- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detention and the consequences thereof or any attempt thereat
- 3.3 derelict mines bombs or other derelict weapons of war.
4. In no case shall this insurance cover loss damage of expense
- Strikes Exclusion Clause
- 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

- 4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

#### DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any
- Transit Clause

- i. until delivery to the final warehouse at the destination named in the policy, or
- ii. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- iii. in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

- N.B.** 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

#### CLAIMS

6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
- Insurable Interest Clause
- 6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

#### BENEFIT OF INSURANCE

7. This insurance shall not inure to the benefit of the Carrier or other bailee.
- Not to Inure Clause

#### MINIMISING LOSSES

8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- Duty of the Assured Clause
- 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
9. Measures taken by the Assured or the
- Waiver Clause

underwriters with the object of saving, protecting or recovering the subject Matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

## AVOIDANCE OF DELAY

10. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

## ANNEXURE — H

### THE TATA AIG GENERAL INSURANCE COMPANY LIMITED INLAND TRANSIT (INLAND VESSELS) CLAUSE 'A' (All Risks)

(Applicable to all Teas carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. shipment)

## RISKS COVERED

1. This insurance covers "all risks" of loss of or damage to the subject-matter insured, except as provided in Clauses 2, 3, 4 and 5 below. Risk Clause

## EXCLUSIONS

2. In no case shall this insurance cover General Exclusions Clause
- 2.1 loss damage or expense attributable to willful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants.)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 2.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
- 2.7 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.
3. 3.1 In no case shall this insurance cover Unseaworthines and Unfitness Exclusion Clause

loaded therein

- 3.2 The underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject, matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.
4. In no case shall this insurance cover loss damage or expense caused by War Exclusion Clause
- 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 4.2 Capture seizure arrest restraint or detainment and the consequences thereof or any attempt threat
- 4.3 Derelict mines torpedoes bombs or other derelict weapons of war
5. In no case shall this insurance cover loss damage or expense caused by strikers, locked-out workmen, or persons taking part in labour Strike Exclusion Clause
- 5.1 disturbances riots or civil commotions
- 5.2 resulting from strikes, lock-outs, labour disturbances riots or civil commotions
- 5.3 caused by any terrorist or any person acting from a political motive.

## DURATION

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination. Transit Clause
7. Where, after attachment of this insurance, the destination is changed by the Assured held covered at a premium and on conditions to be arranged subject to prompt notice being given to underwriters. Change of Voyage Clause

## CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss Insurable Interest Clause
- 8.2 Subject to 8.1. above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

## BENEFIT OF INSURANCE

9. This insurance shall not inure to the benefit of the carrier of other bailees Not to Inure Clause



## MINIMISING LOSSES

- |  |                              |
|--|------------------------------|
| <p>10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>10.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and</p> <p>10.2 to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute, and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> | <p>Duty of Assure Clause</p> |
| <p>11. Measures taken by the Assured or the Underwriters with the object to saving protecting or recovering the subject matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>   | <p>Waiver Clause</p>         |

## AVOIDANCE OF DELAY

- |   |                                   |
|---|-----------------------------------|
| <p>12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> | <p>Reasonable Despatch Clause</p> |
|---|-----------------------------------|

## SAILING WARRANTY

13. "Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the Policy".

### ANNEXURE K-I

#### THE TATA AIG GENERAL INSURANCE COMPANY LIMITED INLAND TRANSIT (INLAND VESSELS) CLAUSE 'B' (Basic Cover)

(Applicable to all Teas carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. shipment)

## RISKS COVERED

- |  |                    |
|--|--------------------|
| <p>1. This insurance covers, except as provided in Clauses 2, 3, 4 and 5 below, loss of or damage to the subject matter insured reasonably attributable to</p> <p>1.1 fire or explosion</p> <p>1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.3 overturning collision or derailment of land conveyance (where policy is subject to warehouse to warehouse clause- to be attached</p> <p>1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.5 discharge of cargo at a port of distress.</p> | <p>Risk Clause</p> |
|--|--------------------|

## EXCLUSIONS

- |  |   |
|--|---|
| <p>2. In no case shall this insurance cover</p> <p>2.1 loss damage or expense attributable to willful misconduct of the Assured</p> <p>2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured</p> <p>2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject</p> <p>2.4 matter insured ( for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants.)</p> <p>2.5 loss damage or expense caused by inherent vice or nature of the subject matter insured</p> <p>2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against</p> <p>2.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or</p> <p>2.8 fusion or other like reaction or radioactive force or matter</p> <p>2.9 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful</p> <p>2.10 act of any person or persons.</p> | <p>General Exclusions Clause</p>                  |
| <p>3. 3.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.</p> <p>3.2 The underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject</p> <p>3.3 matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p>   | <p>Unseaworthy and Unfitness Exclusion Clause</p> |
| <p>4. In no case shall this insurance cover loss damage or expense caused by</p> <p>4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p> <p>4.2 Capture seizure arrest restraint or detention and the consequences thereof or any attempt threat</p>  | <p>War Exclusion Clause</p>                       |

4.3 Derelict mines torpedoes bombs or other derelict weapons of war

5. In no case shall this insurance cover loss damage or expense

5.1 caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

5.2 resulting from strikes, lockouts, labour disturbances riots or civil commotions

5.3 caused by any terrorist or any person acting from a political motive.

Strike Exclusion Clause

**DURATION**

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise, specified on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

Transit Clause

7. Where, after attachment of this agreement of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to underwriters.

Change of Voyage Clause

**CLAIMS**

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss

Insurable Interest Clause

8.2 Subject to 8.1. above the Assured shall be entitled to recover for insured, loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

**BENEFIT OF INSURANCE**

9. This insurance shall not inure to the benefit of the carrier of other bailee.

Not to Inure Clause

**MINIMISING LOSSES**

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

Duty of Assure Clause

10.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

10.2 to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute, and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance

of these duties.

11. Measures taken by the Assured or the Underwriters with the object to saving protecting or recovering the subject matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

**AVOIDANCE OF DELAY**

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable Despatch Clause

**SAILING WARRANTY**

13. "Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the policy".

**ANNEXURE – J  
TATA AIG GENERAL INSURANCE COMPANY LIMITED  
FORMAT FOR SUBMISSION OF PREMIUM & CLAIM STATISTICS  
TO THE T. A. C. RELATING TO TEA INSURANCE  
SECTION II: INLAND AND OVERSEAS TRANSITS  
OF TEA  
(INCLUDING STORAGE & F. O. B. SHIPMENTS)**

Period of Insurance	Net premium (excluding SRCC/ War 8E, SRCC Premium (Rs.))	CLAIMS (excluding SRCC/ War & SRCC Claims)		
		Paid (Rs.)	Outstanding (Rs.)	Total (Rs.)

**ANNEXURE – K**

**TATA AIG GENERAL INSURANCE COMPANY LIMITED  
FREE-ON-BOARD CLAUSES**

The cover is to be granted as an extension of Tea Crop Policy/ Inland Transit Policy subject to the following Clauses, as applicable:

**A. When loading is done directly from Wharf/ Quay:**

"This insurance is extended to cover the interest insured until the goods are placed on board the oceangoing vessel or lash barges (including Sling Loss) or until expiry of two weeks after arrival of goods at the place of storage at the port town and/ or docks awaiting shipment, whichever shall first occur."

**B. When loading is done midstream by craft, raft or lighter:**

- a. When the Tea Crop Policy/ Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-B with or without extraneous risks, then,
  - i. in addition to Clause stated under item (A) above, the following Clause shall be applicable whilst the insured interest is waterborne in the course of transit to the vessel:
  - ii. "This insurance also covers loss of or damage to the subject matter insured reasonably attributable to:
  - iii. Craft, raft or lighter being stranded, grounded, sunk or capsized
  - iv. fire, lightning, collision or contact of the craft, raft or lighter or conveyance with any external object other than water
  - v. Total loss of any package lost in loading, transshipment or discharge."
- b. Risk of jettisoning may be covered in conjunction with Basic Cover as above in which event the following Clause shall apply:
 

"including the risk of jettisoning due to stress of weather only".
- c. When the Tea Crop Policy/ Inland Transit Policy is subject to Inland transit (Rail or Road) Clause-A, the Clause stated under item (A) above only will apply.


**ANNEXURE – M**

**TATA AIG GENERAL INSURANCE COMPANY LIMITED  
CARRIERS' LEGAL LIABILITY (TEA CROP) INSURANCE**

**(THIS RELATES ONLY TO TEA WHICH IS ALSO INSURED UNDER A TEA CROP POLICY)**

Insurers are allowed to grant Carriers' Legal Liability Insurance cover in the prescribed Policy Form (Annexure 'N') to Road Carriers, in respect of Tea transported by them provided such Tea is insured under Tea Crop Policy.

NOTE : Insurers are required to attach a copy of the Contract entered into between Carriers and Garden-Owners alongwith the proposal.

Carriers' Legal Liability Insurance Policy in respect of Tea must be issued by the same Division/ Branch Office of the Insurer which issued the Tea Crop Policy. The Carriers' Legal Liability Policy shall be issued on the basis of annual turnover or turnover for the contract period declared by the Carrier(s) and accepted by the Insurer at the commencement of the policy and premium will be charged thereon. Premium earned net of Discount or Agency Commission under this Policy shall be deducted from the claims under the Tea Crop Policy in working out the overall loss ratio for the purpose of considering renewal rate.

The minimum rate of premium for Carriers' Legal Liability Cover shall be 0.20%. The entire premium is required to be realized before the commencement of the cover.

S. R. C. C. premium heed not be charged separately under Carriers' Legal Liability Policy.

**No instalment facility shall be allowed.**

If a Carrier approaches an Insurer for the issuance of a Carriers' Legal Liability Insurance cover in the middle of his contract period, Insurer will charge full premium, as would be payable for the entire contract period, but cover shall be granted only for the balance unexpired period of the contract.

Insurers are prohibited from granting Carriers' Legal liability Insurance cover in respect of Tea in transit rated under Section II & III of this Tariff.

**ANNEXURE – L**

**TATA AIG GENERAL INSURANCE COMPANY LIMITED  
FORMAT FOR SUBMISSION OF PREMIUM & CLAIM  
STATISTICS TO THE T. A. C.**

**RELATING TO TEA INSURANCE**

**SECTION III: TRANSITS INCLUDING STORAGEES  
FOR BLENDING, PROCESSING,**

**PACKING ETC. OF TEA (INCLUDING F. O. B. SHIPMENTS)**

Period of Insurance	Net premium (excluding SRCC/ War 8E, SRCC Premium (Rs.))	CLAIMS (excluding SRCC/ War & SRCC Claims)		
		Paid (Rs.)	Outstanding (Rs.)	Total (Rs.)

**ANNEXURE – N**

**TATA AIG GENERAL INSURANCE COMPANY LIMITED**

**SCHEDULE ATTACHED TO CARRIERS' LEGAL LIABILITY (TEA CROP) POLICY NO..**

WHEREAS.....

(hereinafter called "the Insured") carrying on the business of common carriers and none other for the purpose of this Insurance has by a Proposal and Declaration applied to

**TATA AIG GENERAL INSURANCE COMPANY LIMITED** (hereinafter called "the Company") for the insurance hereinafter set forth and has paid or agreed to pay to the Company the premium, set out as consideration for such insurance for the period from..... day of..... to .....day of..... (both days inclusive).

**NOW THIS POLICY WITNESSETH** that during the currency of the Policy or any further period for which it may be in force, subject to the limits, terms, provisions, exclusions, exceptions and conditions contained herein or endorsed hereon, the Company hereby agrees to indemnify the Insured against his legal liability for actual loss or damage to Tea, where such loss or damage shall have arisen from the negligence of the Insured or of his agents or servants in respect of Tea carried by the insurance in pursuance of Contract of Carriage between the Insured and the Owner of the goods during the period of Insurance specified in the Schedule or during any period for which the Company may accept further premium for the renewal of this Policy.

**PROVIDED THAT** the liability of the Company shall not exceed:

- a) in respect at any one Chest Rs..... per kilogram of Made Tea.
- b) in respect of all Chests in any one vehicle and/ or Trailer and/ or Location in respect of any one accident or series of accidents arising out of any one event/ occurrence Rs.....

but the Company will, in addition, pay all costs and expenses incurred with its written consent in defending any claim against the Insured.

**EXCEPTIONS**

Unless otherwise specially stated hereon, the Company shall not, in any circumstances, be liable under the Policy in respect of

- 1) Liability under any Contract or Agreement unless such liability would have arisen and the Insured would have been liable at law notwithstanding such an Agreement under the Carriers' Act, 1865.
- 2) Liability in respect of loss of or damage to Tea
  - A. Belonging to the Insured or to any servant, agent or sub-contractor of the Insured or to third parties unless such property is covered by a Contract of Carriage entered into by the Insured.
  - B. In the control of the Insured or any servant, agent or sub-contractor of the Insured or to third parties unless property is covered by Contract of Carriage entered into by the Insurer.
  - C. Directly arising out of or due to any wilful misconduct or criminal act on the part of the Insured or his agents or servants.
- 3) Liability for loss or damage arising from:-
  - i. Inherent defect or vice, including insects, moth, vermin; mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay.
  - ii. Depreciation, delay, loss of market, any confiscation by a public authority.
  - iii. Consequential loss arising from loss of or damage to goods.
  - iv. Any consequence, whether direct or indirect, of war (whether declared or not), act of foreign enemy, hostilities,

civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, Act of God, any change of law, refusal on the part of any Government, Government Agency or other competent authority to grant any necessary permit, licence or sanction or decisioning to revoke or qualify any such permit, in the event of any claim hereunder, the Insured shall prove that the liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or causes or in consequence thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

- v. Any consequence whether direct or indirect of strikes or riots.
- vi. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- vii. Explosives or goods of dangerous nature carried by the vehicle.

**PROVIDED FURTHER** that due observance and fulfillment of the terms, provisions, conditions and Endorsement of this Policy by the Insured and/ or his agents or servants insofar as they relate to anything to be done or complied with by the Insured, shall be conditions precedent to any liability of the Company, to make any payment under this Policy. No waiver of any of the terms, provisions, conditions and endorsements of this Policy or the renewal thereof shall be valid unless made in writing and signed by an authorised official of the Company.

**IN WITNESS WHEREOF** the undersigned duly authorized by the Directors of the Company and on behalf of the Company has hereunto set his hand at ..... this..... day of..... 200 .

FOR THE  
DULY CONSTITUTED ATTORNEYS

**CONDITIONS**

- 1. It is a condition of this insurance that the Assured is bound to declare hereunder each and every Contract of Carriage coming within the scope of the Policy. Declaration of each and every Contract of Carriage to be forwarded to this office in weekly/ monthly statement mentioning the Consignment Note No. with Date, Garden Invoice Number, Number of Packages and Value for the purpose of insurance.
- 2. No payment in respect of any premium shall be deemed to be payment, to the Company unless a printed form of receipt signed by an official or an authorized representative of the Company shall have been issued therefor. The Company shall not be bound to accept any renewal premium and not to give notice that such renewal is due.
- 3. No alterations in the terms of the Policy, nor an Endorsement therein, will be valid unless the same is signed or initialled by an authorized representative of the Company.
- 4. Every notice or communication to the Company shall be in writing and sent to the office of the Company from which this Policy was issued and notice/ acknowledgement of anything relating to this Policy or any claim hereunder or with reference to the Goods/ Merchandise insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given.
- 5. Upon the happening of any event or occurrence likely to give rise to a claim under this Policy and immediately after the same shall have come to the knowledge of the Insured or his agent, the Insured shall:
  - a) take all practical steps to cause the discovery of any guilty person.



- b) take steps for the safety of the goods.
6. The insured shall exercise reasonable care that only steady, sober and competent employees and agents are employed and all storage spaces/ buildings, vehicles and their accessories are substantial and sound and in proper order and fit for the purpose for which they are used and all the statutory requirements and all bye laws and regulations imposed by any public authority are duly observed and complied with and that the goods carried are protected from loss or damage. If any defect shall be discovered, the Insured shall not only cause the said defect to be made good with all despatch but shall also, in the meantime, cause such additional precautions to be taken as the circumstances of the case may require. The Company shall, at all reasonable time, have free access to inspect any property. In the event of any defect or damage being apparent to the Company's inspector, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company
7. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Company which 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 for its own benefit any claim for indemnity or damage of or otherwise and the Company shall have full discretion in the conduct of any proceedings or in the settlement of any claims and, in such an event, the Insured shall give all such information and assistance and execute such documents as the Company may require in that behalf. The Insured shall co-operate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in affecting settlements, acquiring and giving evidence, obtaining the attendance of witness and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligations or incur any expense.
8. Payment of claim will only be made on production of proper discharge signed by the owners of the Goods/ Merchandise except in case referred to in Condition No. 10 below.
9. If a payment exceeding the limit of liability under this Policy has to be made to dispose of a claim, the liability of the Company to pay any costs, charges and expenses in connection herewith shall be limited to such proportion of the said costs, charges and expenses as the limit of liability under this Policy bears to the amount said to dispose of the claim.
10. At any time after the happening of any event giving rise to a claim or series of claims under this Policy, the Company may pay to the Insured the full amount of the Company's liability under such clauses and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured, the consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceeding of the Company relinquishing such conducts nor shall the Company be liable for any costs or expense whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
11. If at the time of any claim arising under this Policy there is any other existing insurance covering the same liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, costs or expenses, notwithstanding the existence of any Clauses or Conditions of Non-Contribution or Non-Participation in the contract of such other insurance policy or cover.
12. If a claim be made by or on behalf of the Insured which shall be, in any respect, unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof, no claim shall be recoverable hereunder. The Insured shall not be entitled to abandon any property to the Company.
13. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference

shall be referred to Arbitration in accordance with the provision of the Indian Arbitration Act 1940, as amended from time to time and for time being in force. It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

14. If at any time or from time to time any damage shall occur materially varying any of the facts existing on the date of Proposal, the Insured shall immediately give notice to the Company and shall pay such Additional Premium as the CdmpL.ZT may require.
15. The policy may be cancelled at any time by sending seven days' Notice by registered letter to Insured at his last known address and, in such event, the premium shall be adjusted in accordance with the actual despatches made.
16. The insured shall maintain a written record at each of its depots/stations in which shall be entered promptly the condition and nature of goods received in an apparently damaged condition immediately at the time of receipt.
17. It is the duty of the Assured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Bailees or other Third Parties are properly preserved and exercised.
18. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.
19. It is an express condition of this Policy that subject to condition No. 11 above, the Civil Courts at ..... will have exclusive jurisdiction to try any claim under this Policy.

## Grievance Lodgment 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](mailto: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

Please visit our website at [www.tataaig.com](http://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](mailto: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

# Tea Crop Insurance Clauses

UIN: IRDAN108P0006V01200102



WITH YOU ALWAYS

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
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: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, JeevanSoudha 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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka
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: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building,	Punjab, Haryana, Himachal Pradesh,

	Sector 17-D, Chandigarh - 160 017. Tel.: 0172 – 2706196/ 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi
GUWAHATI	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan
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: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe- a part of Pondicherry

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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	BhagwanSahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	the following Districts o Uttar Pradesh: Agra, Aligarh, Budaun, 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, JeevanBhawan, 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, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar		
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, 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		
NOIDA	Office of the Insurance Ombudsman,	State of Uttaranchal and		
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, JeevanDarshan 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.