



WITH YOU ALWAYS

# MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY INSURANCE

UIN: IRDAN108P0018V01200001

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## POLICY WORDINGS

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

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

Toll Free No: 1800 266 7780 or 1800 22 9966 (Senior Citizen)

Visit us at [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108

CIN:U85110MH2000PLC128425

# Marine Terminal Operators Comprehensive Liability Insurance

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1. (a) ASSURED (*as specified in policy schedule*)  
(b) LOCATIONS INSURED: (*as specified in policy schedule*)
2. LOSS PAYEE (*as specified in policy schedule*)
3. This insurance is to cover the legal liability of the Assured arising out of operations that are not otherwise excluded hereunder, at scheduled locations only, but excluding all pipelines at owned or operated premises or elsewhere.
  - (a) For all sums which the Assured shall become obligated to pay by reason of loss, damage, injury or expense, including loss of use, to any vessels and their equipment, cargo freight, or other interests on board, the property of others (including the cost of or expense of or incidental to the removal of wreck of such property), while docking, undocking or in the Assured's custody or possession as landing owners or operators at the locations insured hereunder, or while proceeding to or from such premises, or caused directly or indirectly by the freeing or breaking away from such premises.
  - (b) For all sums which the Assured shall become obligated to pay (a) as damages because of bodily injury, personal injury or death sustained by any person; (b) as damages for the loss of use of the property of others as well as damages because of injury to, loss of, or destruction of, the property of others; and (c) as expenses for removal of the spill of a pollutant caused by accident.
  - (c) The cost of defending and investigating any suit against the Assured on any claim based on a liability or an alleged liability of the Assured covered by this insurance shall be payable by the Company if the amount of the claim hereunder exceeds the retained limit under this policy, but the Company shall not be liable for costs or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of the Company. The Company, however, reserve the right to conduct the defence of any actions or suits at their own expense.
  - (d) For all sums for which the Assured shall become obligated to pay by reason of loss, damage, injury or expense arising out of assault and battery when committed solely to protect persons and/or property.
4. Notwithstanding the foregoing, it is hereby understood and agreed that this insurance does not cover against, nor shall any liability attach hereunder for loss, damage, injury or expense caused by or resulting from-
  - (A) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or force;
  - (B) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - (C) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
  - (D) Following delivery of cargo to others,
    1. losses to goods while in transit by truck, tank car, ship and/or pipeline and in the possession of others, arising solely from causes other than the Assured's operations, and
    2. assumed liability of the Assured in respect of loss of, or damage to, cargo.

For the purposes of this section 4. (D), product in pipelines owned by the Assured shall be considered in the possession of the Assured's.

- (E) Any claim in respect of loss of life, bodily injury, sickness, maintenance, cure or wages of any employee of the Assured's under National or Local Government Workmen's Compensation Acts.
- (F) Loss, damage, injury or expense which may be recoverable under any other insurance carried by the Assured or by others for account of the Assured except insurance covering part of this risk issued in conjunction herewith, or any excess insurance over and above the amount recoverable hereunder.
- (G) Any contractual liability accepted under a charter party.
- (H) Bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  1. any automobile or aircraft owned or operated by or loaned to any Assured, or
  2. any other automobile or aircraft operated by any person in the course of his employment by any Assured.

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Assured's or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Assured.

## (I) SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION

In respect of seepage, pollution and contamination only this policy provides no coverage for bodily injury or property damage arising out of the discharge, dispersal, release, or escape of smoke, vapours, soot, fumes, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water or any costs or expenses of whatsoever nature. This exclusion shall not apply:

1. as respects liability for an occurrence causing discharge, dispersal, release or escape provided the Assured establishes that all of the following conditions have been met:
  - a) the occurrence not being part of a continuous situation commenced during the term of this policy;
  - b) the occurrence was accidental and was neither expected nor intended by the Assured;
  - c) the occurrence was identified as commencing at a specific point in time and became known to the Assured within 3 days thereafter and reported to Underwriters within 7 days of such knowledge;
  - d) the occurrence did not result from the Assured's intentional and reckless violation of any local or national governmental statute, rule or regulation.
2. Nothing contained in this clause shall operate to provide any coverage with respect to fines, penalties, punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.
3. This clause provides no coverage for any seepage, pollution and contamination loss directly or indirectly resulting from any site or location used in part or in whole for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances.

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4. In respect of any multiple use by the Assured of their site or location, this clause provides no coverage for any seepage, pollution and contamination loss directly or indirectly resulting from that part/parts of the site or location used for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substance.
5. The liability of the Company with respect to this insurance shall not exceed Rs. (as specified in policy schedule) in respect of any one occurrence.
6. Permission is granted for Assured's to obtain excess insurance which shall be liable only for any loss and/or losses, claims and/or claims beyond the amount covered hereunder.
7. It is especially understood and agreed that the protection given by this policy remains in full force and effect during the whole period insured and is not reduced by the amount of any loss or losses collected hereunder.
8. This insurance is excess of the following deductibles:  

Rs. (as specified in policy schedule) each occurrence as respects pollution claims:

Rs. (as specified in policy schedule) each occurrence as respects coverage 3 (d);

Rs. (as specified in policy schedule) each occurrence as respects all other claims.
9. It is further stipulated and is a consideration of this insurance that in the event of any occurrence which may result in loss, damage, injury or expense, for which the Company are or may become liable under this insurance, notice thereof shall be given to this Company as soon as practicable, except for the reporting requirements under Exclusion I (1) (c) "Seepage, Pollution and Contamination Exclusion", and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.
10. In the event of any payment under this policy, the Company shall be subrogated to all the Assured's rights of recovery therefore against any person or organization, and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.  

Notwithstanding any of the foregoing, the Assured's shall have the right to waive subrogation prior to any loss. Further, the right of subrogation against any of the Assured's is waived.
11. Whenever required by the Company, the Assured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Company (except in a pecuniary way) in all matters which the Company may deem necessary in the defence of any claim or suit or appeal from any judgment in respect of any occurrence as herein before provided.
12. It is especially agreed that any expenses or charges incurred by the Assured in minimizing, or attempting to minimize a claim shall not be deemed to be an admission of liability by the Assureds and shall not invalidate any coverage provided by this policy, the Company to reimburse the Assured for any such expenses or charges, if incurred.
13. This policy is issued in consideration of an annual minimum and deposit premium of Rs. (as specified in policy schedule) which shall be subject to adjustment upwards following each annual period at the rate of Rs. (as specified in policy schedule) per barrel of throughput for the annual period.

"Throughput" means product which is shipped from, or delivered from, the Assureds' premises.

Where two terminal locations are connected by an owned pipeline, these shall be treated as one premises.

## 14. Cancellation

This Policy may be cancelled by the Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representatives to the Assured, at the address shown in this Policy, shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Assured or by the Company or their representatives shall be equivalent to mailing.

If the Assured cancels, except when retiring from business, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata.

15. The term "occurrence" whenever used herein, means an event or a continuous or repeated exposure to conditions which unintentionally, from the standpoint of the Assured, causes injury, damages or destruction during the policy period. Any number of such injuries, damage or destruction resulting from a common cause or from exposure to substantially the same conditions shall be deemed to result from one occurrence.

Operations or products in existence prior to the inception of this policy which cause or result in bodily injury or property damage during the policy period are covered by this policy.

The above definition is hereby extended to include personal injury, bodily injury or property damage committed by or at the direction of the Assured for the purpose of protecting persons or property.

16. The term "bodily injury" whenever used herein means bodily injury, sickness, disease or mental anguish or shock sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

With respect to Emergency Medical Technicians, nurses or any person rendering first aid, bodily injury is extended to include injury arising out of the rendering of or failure to render professional services or first aid during the course of their employment by the Assured.

The term "personal injury" whenever used herein means injury sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the Assured's business:

- (A) false arrest, humiliation, detention or imprisonment, or malicious prosecution;
- (B) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Assured;
- (C) wrongful entry or eviction, or other invasion of the right of private occupancy.

17. It is understood and agreed that the terms and conditions of this form are substituted for those of the policy form to which this is attached, the latter being hereby waived except for those provisions required by law to be inserted in the policy.

## 18 CROSS LIABILITY AND SEVERABILITY OF INTEREST:

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In the event of claims being made by reason of personal injury, bodily injury or property damage suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder. In the event of one of the Assured's incurring liability to any other of the Assureds, this policy shall cover the Assured against whom claim is or may be made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase underwriters' limit of liability as set forth in this policy.

## 19. LOCATION:

All property, facilities, and offices of the Assured in 1. (a) above.

### IMPORTANT

The Policy and its conditions should be examined, and if incorrect returned at once for alteration. Every change affecting the risks insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be of effect.

## 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

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](mailto: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	Address and Contact Details	Jurisdiction of
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Ombudsman		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, 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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar 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, Bhubaneswar - 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, 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>	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: <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,	Delhi

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	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				n	Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Ballia, Faizabad, Basti, Amethi, Kaushambi, Balrampur, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Sidharathnagar
<b>GUWAHATI</b>	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				
<b>HYDERABAD</b>	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.				
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in	Rajasthan		<b>MUMBAI</b>	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
<b>ERNAKULAM</b>	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		<b>NOIDA</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh 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, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha,
<b>KOLKATA</b>	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				
<b>LUCKNOW</b>	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, Sonbhadra,				



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		Hathras, Kanshiramnagar, Saharanpur
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.

### Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai - 400 013.

24X7 Toll Free No: 1800 266 7780 or 1800 22 9966

(For Senior Citizens) Fax: 022 6693 8170

Email: customersupport@tataaig.com

Website: www.tataaig.com

IRDA of India Registration No.: 108, CIN: U85110MH2000PLC128425