



WITH YOU ALWAYS

## WHARFINGER'S LIABILITY INSURANCE

UIN: IRDAN108CP0042V01201819

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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

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) Website: [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

## Wharfinger's Liability Insurance

To be attached to and form part of Policy No. \_\_\_\_\_ of the TATA AIG GENERAL INSURANCE COMPANY LIMITED (Hereinafter referred to as the "COMPANY")

1. Assured:

\_\_\_\_\_

2. Loss Payee:

\_\_\_\_\_

3. Policy Period: Twelve months from \_\_\_\_\_

4. This company shall not be liable for more than Rs. \_\_\_\_\_ with respect to all claims, costs and expenses arising out of any one accident or occurrence under all policy coverage's combined.

5. Location of insured landing and/or mooring facilities:

\_\_\_\_\_

6. In consideration of the stipulations hereinafter named and the payment of premiums as hereinafter provided, and subject to the limits of liability, exclusions, conditions and other terms of this policy, this Company agrees to indemnify the Assured for all sums which the Assured shall become obligated to pay to others.

(A) By reason of the liabilities imposed upon the Assured by law for accidental:

- I. physical loss of or damage to vessels and/or craft, their equipment, cargo, freight, and other interest on board (including the cost of or expense of or incidental to the removal of wreck of such property for which the Assured has been held compulsorily liable at law) the property of others, while such property is in the custody of the Assured at their landing and mooring facilities described above, but excluding all liability for loss or damage resulting from loading or unloading operations performed by or for the Assured;
- II. physical loss of or damage to other vessels, their cargoes or freight, or any other fixed or movable objects or property belonging to others, arising out of the operations covered above.
- III. loss of life, bodily injury or sickness of any person as a result of any accident involving a non-owned vessel.

(B) By reason of legal costs and/or fees or expenses of legal Counsel occasioned by the defiance of any claim against the Assured for any liability or alleged liability of the Assured covered by this policy, provided that such costs, fees and/or expenses are incurred with the prior written consent of the Company.

7. With respect to the inclusion of the Assured's liability for these costs or expenses of or incidental to the removal of wreck as set forth in clause 6A (I) above, it is agreed that such cost or expenses shall be reduced by the net proceeds of salvage (if any) that may inure to the benefit of the Assured.

8. Coverage under Clauses 6A (i) and 6A (ii) above attaches from moment the said vessels or craft become at risk of the Assured at the locations specified above and covers continuously thereafter until such vessels or craft are removed from said locations, or until no longer at the risk of the assured, which ever shall first occur. However, in the event of temporary removal of a vessel or craft to another location not more than one mile away in an emergency or other unusual situation, and provided that the Assured remains in the position of custodian or bailey as respects such vessel or craft, this policy will continue to cover the Assured's liability.

9. No claim shall be payable under this policy unless the aggregate liability of the Assured arising out of the same accident or occurrence, and insured against hereunder, is excess of the sum of Rs. \_\_\_\_\_ inclusive of legal costs, and this sum shall be deducted from the amount payable hereunder on account of liability arising from each such accident or occurrence.

10. Notwithstanding the foregoing, it is hereby expressly understood and agreed that this insurance does not cover against nor shall any liability attach hereunder:

- A. For any liability assumed under contract or otherwise in extension of the liability imposed upon the Assured by law in absence of contract, but this exclusion shall not apply to contracts existing on the inception date of this policy and which have been submitted to this Company for review and approval. The Assured further agrees to submit promptly any future contracts entered into that involve assumptions of liabilities of the kind covered by this policy. Notwithstanding the foregoing, the Assured shall not be prejudiced by any unintentional error or omission in submitting such contracts, provided the error or omission is rectified as soon as the Assured becomes aware of such an event and additional premium is paid as may be required.
- B. For any loss of life, bodily or personal injury, sickness or disease of any person;
- C. To the extent that the Assured has the benefit of any release from liability by contract or statute;
- D. For loss, damage or expense arising out of the fault of any vessel or craft owned or operated by the Assured;
- E. For loss, damage, or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over and above the amount recoverable thereunder, but this clause shall not apply to any policy that is specifically arranged by the Assured to cover limits in excess of the stated limits of this policy;
- F. For any loss or damage to property owned, chartered, leased or rented by the Assured;
- G. For theft by infidelity or similar act of a dishonest character on the part of the Assured or their employees or sub-contractors;
- H. For inherent vice or loss of market with respect to cargo;
- I. For loss or damage caused by or resulting from:
  - i. Hostile or warlike action in time of peace or war including action in hindering combating or defending against an actual impending or expected attack (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any government, power, authority or forces;
  - ii. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - iii. insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an 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;
  - iv. Nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- J. For any liabilities for delay, loss of use or consequential loss which the Assured may incur.
- K. For any loss, damage, cost, liability or expense of any kind or nature whatsoever, imposed on the Assured, directly or indirectly in consequence of, or with respect to the actual or

potential discharge, omission, spillage or leakage upon or into the seas, water, land or air of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever.

11. This policy is issued in consideration of a Deposit Premium of Rs. \_\_\_\_\_ and the earned premium, as computed in Clause 12 below shall be applied against the Deposit Premium; earned premium in excess of the Deposit Premium is immediately due and payable to this Company upon filing the annual activity report and any unearned premium, being the amount by which the Deposit Premium exceeds the earned premium, shall be refunded.

It is, however, hereby agreed that, except in the event of cancellation of this policy by this Company, the minimum Premium hereunder shall be Rs. \_\_\_\_\_

12. The Assured, by the acceptance of this policy, warrants and agrees to keep a complete and accurate record of the date and hour of arrival at, and the date and hour of departure from, the locations covered by this policy of each vessel at risk under Clause 6 of this policy, which record shall be open to examination by representatives of this Company at all times during business hours, and further agrees to make an annual report thereof to this Company within thirty (30) days after the expiration of this policy; the earned premium hereunder to be computed thereon at the rate of Rs. \_\_\_\_\_ per vessel per day or any part thereof.

13. It is stipulated and is a consideration for this insurance that in the event of any accident or occurrence which may result in loss, damage, and/or expense, for which this Company is or may become liable under this insurance, notice thereof shall be given to this Company as soon as practicable, and further, than any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.

14. In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Assured is obligated to and shall take such steps to protect its (and this Company's) interests as would reasonably be taken in absence of insurance. However, this insurance shall be void and of no force or effect in respect of any accident or occurrence in the event the Assured shall make, or shall have made, any admission of liability either before or after such accident or occurrence in the event the Assured shall make, or shall have made, any admission of liability either before or after such accident or occurrence, or in the event the Assured shall interfere in any negotiations of this Company for settlement or in any legal proceedings in respect of any claim which this Company is or may be liable under this insurance.

15. This Company shall have the option of naming the advocates who shall represent the Assured in the prosecution or defiance of any litigation or negotiations between the Assured and Third Parties concerning any claim covered by this policy, and shall have the direction of such litigation or negotiations.

16. It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this Company. In the event the Assured shall fail or refuse to settle any claim as authorized by this Company, the liability of this Company to the Assured shall be limited to the amount for which settlement could have been made; plus legal fees and disbursements incurred to the date the Assured shall fail or refuse to settle any claim, less the amount of the deductible provided for in this policy. If thereafter any amount is recovered against the Assured in excess of the amount of the settlement authorized by this Company less the deductible, such excess amount plus the additional legal fees and disbursements, shall be solely for the Assured's account.

17. The cost of defending 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 amount deductible under this policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have

been incurred with the written consent of the Company. This Company, however, reserves the right to conduct the defiance of any actions or suits at their own expense. The cost and expense of prosecuting any claim in which this Company shall have an interest by subrogation or otherwise, shall be divided between the Assured and this Company proportionately to the amounts which they would be entitled to receive respectively, if the suit should be successful.

18. 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 defiance of any claim or suit or appeal from any judgment in respect or any occurrence as hereinbefore provided.

19. This Company shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any claim or payment made under this Policy, to the extent of such payment, and the Insured shall, upon the request of this Company, execute all documents necessary to secure to this Company such rights.

20. No claim or demand against this Company under this Policy shall be assigned or transferred and no person, excepting a legally appointed Receiver of the property of the Assured shall acquire any rights against this Company by virtue of this insurance without the expressed consent of this Company.

21. No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action be brought against this Company within one (1) year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one (1) year from the date of the payment of such claim; provided, however, that where such limitation of time is prohibited by the laws of the country wherein this policy was issued, then and in that event no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such country.

22. This policy may be cancelled by either party on giving the other thirty (30) days written notice of their intention to cancel.

#### 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.

#### TATA AIG GENERAL INSURANCE COMPANY LIMITED

#### WHARFINGER'S LIABILITY INSURANCE POLLUTION LIABILITY ENDORSEMENT

It is hereby noted and agreed that exclusion clause 10K. of this policy is deleted. In the event of a pollution liability claim under this policy the Assured must establish that all of the following conditions have been met:

- the occurrence was accidental and was neither expected nor intended by the Assured. An occurrence shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the Assured.
- the occurrence can be identified as commencing at a specific time and date during the term of this policy.
- the occurrence became known to the Assured within 72 hours after its commencement.
- the occurrence was reported in writing to these underwriters within 30 days after having become known to the Assured.
- the occurrence did not result from the Assured's intentional and willful violation of any government statute, rule or regulation.

Nothing contained in this Endorsement shall operate to provide any coverage with respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;

All other terms and conditions remaining unchanged

## 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 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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

	Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	
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, 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, 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, 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, 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			Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgangar, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.			
JAIPUR	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			
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry		MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands		NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi,			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, 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.