

## GENERAL PROVISIONS

### **BASIS OF VALUATION**

The shipments insured hereunder are to be valued, premium included, at the amount of invoice including all charges noted in the invoice and including prepaid and/or guaranteed freight, plus 10% unless otherwise declared to the Company prior to shipment and prior to any known or reported loss and then at the amount declared.

### **DECLARATIONS**

The Declarations are to be made to HDFC ERGO General Insurance Company Limited prior to despatch or as soon as possible, but no later than 3 days/hours after departure of vessel or conveyance. It is a condition of this OPEN POLICY that until expiry the Insured is bound to declare hereunder each and every shipment despatched falling within its scope without exception whether arrived at the insured destination or not, the Company being bound to accept same up to but not exceeding the Limit of Liability specified herein.

### **LOSS OR DAMAGE PRIOR TO SHIPMENT OR DESPATCH**

Should this OPEN POLICY extend to cover the insured interest prior to shipment or despatch in the event of loss or damage by insured perils as per attached clauses prior to shipment or despatch the Insured is also bound to declare to the Company the value of the insured interest at risk at the time of the loss or damage and to pay the appropriate premium thereon within 3 days of the loss or damage.

### **INSPECTION OF RECORDS**

By reporting any shipment hereunder the Insured signifies its agreement that the Company or a person appointed by the Company may examine the books and records of the Insured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

### **TRANSFER OF INTEREST**

Nothing herein shall prevent the transfer of a Policy or Certificate issued in terms of this OPEN POLICY on sale pledge or other transfer of the interest in the Insured goods by the named Insured or Insured's assignee.

### **FRAUD & MISREPRESENTATION**

In case of fraud, misrepresentation or non-disclosure by or on behalf of the Insured, the Company shall be entitled to cancel the policy, immediately upon becoming aware of such fraud, misrepresentation or non-disclosure. All premium paid shall be forfeited in such cases and no refund shall be allowed.

### **CANCELLATION**

This OPEN POLICY may be cancelled by the Company or by the Insured under the following conditions:-

MARINE AND TRANSIT RISKS	: By 30 days' notice in writing
WAR STRIKES RIOTS &	: By 7 days' notice in writing, 48 hours' notice for shipment
CIVIL COMMOTIONS RISKS	: To and from U.S.A.

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices be used to obtain benefit under this policy or if any loss, destruction or damage be occasioned by the willful act or with the connivance of the Insured, or benefits be claimed on items or due to items specifically excluded and not declared prior to transits, all benefits under this policy shall be forfeited.

Cancellation shall become effective on the expiry of the stipulated period calculated from midnight or the day on which notice of the cancellation is issued by or to the Company, but shall not apply to:-

- (a) Any insurance against the said risks which shall have attached in accordance with the conditions of this OPEN POLICY before cancellation becomes effective.
- (b) War Risks cover is respect of any Declaration of goods for shipment by a named vessel or of specified goods to be shipped by a vessel to be named later accepted by the company before the time at which the

cancellation becomes effective, such goods not having been loaded on board the overseas vessel before that time provided the goods be loaded on board the overseas vessel and the vessel sail within 15 days from midnight of the day on which the cancellation becomes effective, but if the War Risks cover shall have attached and the vessel does not sail within the said 15 days the War Risks cover in respect of such Declaration shall end on the expiry of that period notwithstanding anything to the contrary contained in the provisions in this **OPEN POLICY**.

Nothing in this clause shall operate to cause a Declaration to attach to this OPEN POLICY if such Declaration would be excluded owing to the vessel not having sailed within the Period of Insurance stated herein.

#### **IMPORTANT NOTICE**

#### **COMMUNICATIONS**

**All communications with respect to this Insurance are to be addressed to HDFC ERGO General Insurance Company Limited**

#### **INSTRUCTION FOR SURVEY**

In the event of loss or damage which may involve a claim under this Insurance, immediate notice of such loss or damage, which shall in no case be provided later than 30 days from the date of the event of loss or damage, should be given to and a Survey Report obtained from the Survey Agents named in the Policy certificate issued.

#### **OBLIGATION OF THE INSURED UPON OCCURRENCE OF AN ACCIDENT**

In the event of an accident, the Insured shall take all possible steps to minimize any and all losses, which may arise out of such accident

#### **GENERAL AVERAGE**

The holder of this Policy is requested not to sign any Average Bond or to pay and deposit on account of General Average without first communicating with the Company.

#### **SUBROGATION**

The Insured shall, at the request of the Company or their agents, assign and subrogate to the Company at the time of the payment and to an amount not exceeding the sum paid by the Company all their rights and claims against others and permit suit to be brought in the Insured's name but at the Company's expense. The Insured further agrees to render all reasonable assistance in the prosecution of said suit or suits.

#### **CLAIMS PROCEDURE**

It is the duty of the Insured and their representatives/ agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss or damage and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised; in particular, the Insured and/or their representatives/ agents are required:-

- (1) To claim immediately on the Carriers and the Port Authorities for any missing packages.
- (2) To apply immediately for survey in the docks by Carrier's representative if any loss or damage be apparent and claim on the Carriers for any actual loss or damage found at such survey.
- (3) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- (4) To give notice in writing to the Carriers' representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note (a) The consignees or their representatives/ agents are required to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

(b) Any claim under this Insurance should be submitted, without delay, together with all correspondence with Carriers or other parties involved.

## **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Insured is advised to submit all available supporting documents without delay, including when applicable:

When the amount of claim has been established, send the following documents to the office of the insurance company located in the country where the loss was discovered. If there is no local office, send documents to HDFC ERGO General Insurance Company Limited in Mumbai:

- a. Claim bill in duplicate
  - b. A copy of the bill of lading or other international carrier's receipt.
  - c. A copy of the delivering carrier's receipt, if other than the above showing written exceptions.
  - d. The original or certified copy, of the invoice, and all packing lists.
  - e. The original copy of the Claim Representative's survey report.
- Copies of all written correspondence with the responsible carriers, port and customs authorities.

## **RESOLUTION OF DISPUTES**

Any dispute concerning the interpretation of the terms, exclusions or conditions contained herein or in the clauses attached and agreed to by both the Insured and the Company to be subject to Indian Law.

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) or the interpretation of a clause under the Policy (including the Schedule Clauses and endorsements), such difference shall be referred to arbitration at Mumbai, India in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability of the Company to make any payment under this Policy.

## **INSURANCE OMBUDSMAN**

Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in the Redressal of Public Grievance Rules, 1998. A copy of the said rules shall be made available by the Company upon prior written request by the Insured.

In witness whereof this policy has been signed by a duly Authorized Representative of the Company.

**STATUTORY NOTICE:** "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION".

