

## **OPEN POLICY CONDITIONS**

### **I.**

This Open Policy is effected to insure the interest specified in the Schedule when dispatched either by or for account of the Assured in which they have an Insurable Interest.

It is a condition of the policy that the Assured are bound to declare hereunder each and every consignment without exception subject to Clause III below, underwriters being bound to accept upto but not exceeding the amount specified in Clause IV below

### **II. Period of Policy**

This policy shall remain in force for a period of 12 months as set out in the Policy Schedule unless cancelled previously by either side as per Cancellation clause stated herein or Sum Insured is exhausted whichever is earlier.

### **III. Declaration Clause:**

The Assured warrants that during the currency of this Open Policy they will declare to the Company within 48 hours from the time the risk attaches or as may be agreed at the time of policy issuance, each and every dispatch falling under the scope of the Open Policy. Acceptance of any dispatch by the Company declared after the time limit stipulated in this warranty shall not be taken as a waiver and as a precedent for future declarations.

### **IV. Valuation Clause**

The shipments insured hereunder are to be valued as per the Basis of valuation set out in the Policy Schedule.

### **V. Cancellation Clause:**

All risks (as described herein), except the risks of War and Strikes as defined in the relevant War and Strikes Clauses as attached, are subject to 30 days' notice of cancellation by either party. This inclusion of cover against War and Strikes risks may be cancelled by either party giving 7 days' notice (48 hours in respect of sendings to or from the USA). Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T of the day on which notice of cancellation is issued by or to the Insured, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective. In the event of



cancellation, the policy shall refund premium (including Service Tax and Education cess wherever applicable) calculated at the agreed rate on the unutilized balance of sum insured.

**VI. Limit of Company's Liability**

Warranted that the limit of the Company's liability in respect of any one accident or series of accidents arising out of the same event shall not exceed the limits stated in the Policy Schedule.

**VII. Inspection of Records:**

The Company and/or its Agents shall have the right, at any time during the business hours of the Assured to inspect the records of the Assured in respect of dispatches made falling within the terms of the Open Policy.

**VIII. Claims**

In the event of loss and / or damage which may give rise to a claim under this insurance, the Assured and / or the claimants shall observe and comply with the claims procedures as per IMPORTANT NOTICE clause herein attached as a condition precedent to liability

**IX. Condition Precedent**

The due observance and fulfillment of the terms and conditions of this contract in so far as these relate to anything to be done or complied with by the Assured shall be a condition precedent to the liability of the Company to make payments hereunder. If there shall be any misstatement in or omissions of a material fact from the information supplied by the Assured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in the policy and no waiver of alterations to or change in the terms of this Policy shall be valid, unless made in writing and signed by the Company.

**X. Deductible/ Franchise / Excess**

As mentioned in the Policy Schedule

**GENERAL CONDITIONS**

**XI. Notices and Alterations to the Policy:**

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No receipt for renewal premium is valid except on the official form



issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

**XII. Duty of Disclosure:**

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

**XIII. Reasonable Care:**

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured.

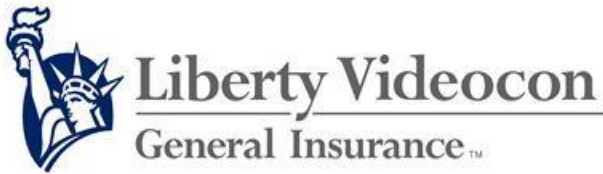
**XIV. Contribution / Co-insurance:**

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**XV. Subrogation:**

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

**XVI. Fraud:**



If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

## **XVII. Claims Procedure:**

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 minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

- To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
- If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
- To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
- To take examined delivery from the carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and / or Shortage Certificate from them. If any package appears to be deficient in weight, to take weighment / examined delivery from the carriers and appropriate certificates
- To issue notices of claims against carriers, bailees or third parties by Registered Post with Acknowledgement due card.

NOTE. - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

## **INSTRUCTIONS FOR SURVEY**

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to the Company and a Survey Report obtained from the



company's representative at port of discharge or destination or if there be no representative of the company the nearest Lloyds Agent.

#### **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy shipping Invoices and Packing List and / or weightment notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence ( Damage / Non-Delivery Certificate ) to show the extent of the loss or damage.
5. Landing remarks and weightment notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage along with copies of Notice of claim on the Carriers / Third Parties and Receipted A/D Card / Postal Registration Receipt.

#### **XVIII. Interest / Penalty:**

No sum payable under this policy shall carry any interest or penalty.

#### **XIX. Renewal Notice:**

The Company shall not be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

#### **XX. Claim Settlement**

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

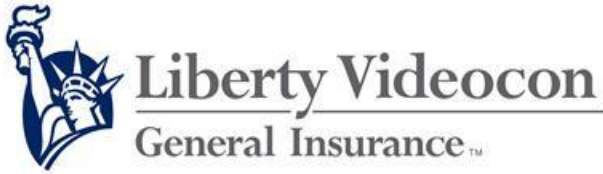
#### **XXI. Grievances:**

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance



Ombudsman for the readdressal of the same, A list containing the addressees of Offices of Ombudsman are attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.

**STATUTORY NOTICE: INSURANCE IS A SUBJECT MATTER OF SOLICITATION**



### **Grievance Redressal Procedure**

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

#### **Customer Care Cell**

Liberty Videocon General Insurance Company Limited  
10<sup>th</sup> Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai

E-mail : \_\_\_\_\_

Toll Free No . \_\_\_\_\_

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned

Below;

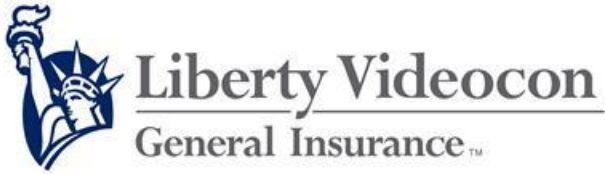
<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel:- 079-27546840 Fax : 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 023.</b> Tel:- 0755-2569201 Fax : 0755-2769203 Email <a href="mailto:bimalokpalbhupal@airtelmail.in">bimalokpalbhupal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh



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<b>BHUBANESHWAR</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.:- 0172-2706468 Fax : 0172-2708274 Email <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Shri Surendra Pal Singh, Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23239633 Fax : 011-23230858 Email <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5 Fax : 0361-2732937. Email <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri K Chandrahas, Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123 Fax: 040-23376599, Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>ERNAKULAM</b>	Insurance Ombudsman, Office of the	Kerala , UT of (a) Lakshadweep ,





	Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682015</b> . Tel : 0484-2358759 Fax : 0484-2359336. Email <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	(b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Ms. Manika Datta, Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, <b>KOLKATA-700 001</b> . Tel : 033-22134866 Fax : 033-22134868. Email <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
<b>LUCKNOW</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001</b> . Tel : 0522 -2231331 Fax : 0522-2231310 Email <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Shri S Viswanathan, Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054</b> . Tel : 022-26106928 Fax : 022-26106052 Email <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra , Goa

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

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