

## MARINE SPECIFIC POLICY

**Agent/Broker Name** - CLARION INSURANCE BROKING SERVICES PRIVATE LIMITED

**Agent/Broker License Code** - 712

**Agent/Broker Contact No** - 9998032405

In consideration of the Policyholder named herein paying to the TataAIG General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

<b>Policy Number :</b> 6500104824		<b>Policy inception date :</b> 10-03-2023	
B K EXPORTS 90, Jasodanagar Cross Road, Nr. Canal ,Opp.Baroda Express Highway, Amraiwadi ahmedabad gujarat 380026 GSTIN : 24AGQPJ1643Q1ZW PLACE OF SUPPLY : ahmedabad STATE CODE : 24			
<b>TO Order :</b>			
<b>LR/RR/AWB/BL Number :</b> -		<b>REF/LC Number :</b>	
<b>Amount insured in INR:</b> 5,25,525.9580000001		<b>Mode of Conveyance :</b> Sea & Rail/Road	
<b>In Foreign currency (Cargo Value) :</b> USD 6,392.760000000001		<b>Conveyance Name :</b> -	
<b>From :</b> Ahmedabad Gujarat, INDIA		<b>To :</b> HAI PHONG CITY VIETNAM, VIETNAM	
<b>Voyage type :</b> CIF/DDP Export		<b>Marks &amp; Numbers :</b>	
<b>Proforma Invoice/Invoice No./Contract no. &amp; Date :</b> dated-09-03-2023			
<b>Interest Insured :</b> as per invoice no.BK/004			
<b>Packing Details :</b> Standard and Customary			
<b>Basis of Valuation:</b> Invoice Value + 10%			
<b>LC Description:</b>			

#### Insuring Clauses

**Terms of Cover :** ICC 'B' + War&Strikes

**Subject To:**

Sea & Rail/Road:

Institute Cargo Clause (B) CL 383 01/01/09

Institute Strikes Clause (Cargo) CL 386 01/01/09

Institute War Clauses (Cargo) CL 385 01/01/09

Institute Classification Clause CL 354 1/1/01

Cargo ISM Endorsement

Inland Transit Clause - B 2010

Strikes Riots and Civil Commotion Clause - 2010

Limitation of Liability Clause

Termination of Transit Clause (Terrorism) JC 2009/056 (01.01.09)

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause CL.370 (10.11.03)

Institute Cyber Attack Exclusion Clause CL.380 (10.11.03)

Institute Standard Conditions for Cargo Contracts 1/4/82

Important Notice Clause

Sanction Limitation and Exclusion Clause (JC2010/014)

## Conditions/Warranties and Exclusions

It is a condition of this policy that shipment passing through Sanctioned/Prohibited (US/UN/EU/Indian Government) countries is excluded from the scope of this policy.

Warranted containerised cargo during ocean journey.

Warranted that goods are transported in closed wagons and /or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water

In respect of shipments to African countries, coverage shall cease on completion of unloading from Vessel/aircraft at discharge Port/Airport.

It is a condition of this policy that Total loss or damage during loading and unloading shall be covered. In case of loss/damage, immediate notification to be given to the insurers or approved surveyors for such incidence.

**JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007)** 1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm. 2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not. 4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

**Russia, Ukraine and Belarus Exclusion** Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries

**Five Powers War Exclusion** (amended to include triggering of NATO Agreement) This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, Russian Federation and the People's Republic of China. For the avoidance of doubt this exclusion is deemed to encompass the invocation of Collective Defence of NATO as detailed in Article 5 of the The North Atlantic Treaty

**Sanctions & Limitation Clause** It is hereby agreed and understood that cover hereunder is not provided and shall not be deemed to be provided and no Insurer shall be liable to make any payment for any claim or provide any benefit hereunder if the provision of such cover, payment of such claim or provision of such benefit may be contrary to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the Swiss Confederation (Switzerland), Republic of Singapore or the United States of America, and may expose the insurer or it's reinsurer to any such sanction, prohibition or restriction whether such sanction, prohibition or restriction exists at the inception of this policy or comes into existence at any time thereafter.

**Cargo Termination of Storage in Transit Clause - 2004**

**COMMUNICABLE DISEASE EXCLUSION LMA 5394** (amended) This exclusion applies to all original risks (including individual declarations made under facilities). 1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Notwithstanding the foregoing, losses resulting directly or indirectly from, or caused by, contributed to by, resulting from, arising out of, or in connection with any otherwise covered peril under the Policy and not otherwise excluded under this insurance agreement shall be covered.

**Excluding coverage in respect of Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo)** where Tata AIG risk commences from Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates and/or where Tata AIG risk terminates at Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates. The Reinstatement of Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) shall be subject to an additional premium @ 0.025% on the shipment value, to be paid/remitted to the Tata AIG prior to the commencement of the transit, failing which Tata AIG shall be absolved of all liabilities

**EXCESS :** 1% of consignment value or INR 5,000 whichever is higher.

This policy is valid for 90 days from the policy inception date, unless extended with prior approval.

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:

**Settling agent :** AIG Vietnam Insurance Company Ltd.,  
Tower 1, 9th Fl, Saigon Centre, 65 Le Loi Street District 1, HCMC,  
8428 3 914 0065,  
Vietnam.MarineCLM@aig.com

**Claims Representative :** AIG Vietnam Insurance Company Ltd.,  
Tower 1, 9th Fl, Saigon Centre, 65 Le Loi Street District 1, HCMC,  
8428 3 914 0065,  
Vietnam.MarineCLM@aig.com

**Consignee Name & Address:** MK SERVICE TRADING Co. Ltd & 469 TRAN NHAN TONG STREET, NAM SON WARD, KIEN AN DISTRICT HAI PHONG CITY, VIETNAM.

<b>Premium Amount:</b>	₹ 893.39
<b>SGST(9%) :</b>	₹ 80.41
<b>CGST(9%) :</b>	₹ 80.41
<b>STAMP DUTY:</b>	₹ 17.52
<b>Total Amount :</b>	₹ 1,072.00

Consolidated stamp duty paid to state exchequer

GSTIN : 24AABCT3518Q1Z2, gujarat, Service Accounting Code : 9971 gujarat, Service Accounting Code : 9971

24 X 7 CALL CENTRE : 1800-266-7780

E-Claim Reporting : [general.claims@tataaig.com](mailto:general.claims@tataaig.com)

Yours Faithfully,

**For Tata AIG General Insurance Company Limited**



**Authorized Signatory**

Place : MUMBAI

Date of Issue :10/03/2023

## Attached to and forming part of Policy No.6500104824

### INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1. Subject only to Clause 1.2. below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
- 1.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1. shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system an/or firing mechanism of any weapon or missile.

**CL.380**

## **IMPORTANT**

### **PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE**

#### **LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

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:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. 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.
4. 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.
5. 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.
6. 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 weightment/examined delivery from Carriers and an appropriate Certificates.
7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card

Note : 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.

#### **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 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 Lloyd's 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 of 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/NonDelivery 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 Third 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.

**For Tata AIG General Insurance Company Limited**



**Authorized Signatory**

**Policy Servicing Office**