

#### **ANIL KUMAR & COMPANY**

COTTON MERCHANTS & COMMISSION AGENTS, INDI ROAD, BIJAPUR, BIJAPUR, KARNATAKA, 586101

#### Subject: Reliance Open Policy-Inland Policy No :17082212421M001225

Dear Sir,

#### Welcome to the Reliance General Insurance family!

We are honored to have you as our new customer and are truly thankful that you have chosen Reliance General Insurance for your Insurance requirements.

We are pleased to inform you that you have been insured under Policy No.17082212421M001225 which is being forwarded herewith

This Policy has been prepared based on the information furnished to us and we request you to kindly go through the same. In case a duly signed proposal form has not been submitted, information received from you, whether orally or in writing, has been specified in the Policy document on the basis of understanding provided to the Company.

If any discrepancy is found therein, the same should be brought to the notice of the Company in writing forthwith but in no case later than 15 days from the date of receipt of the Policy document in respect of Marine Cargo Open Cover/Open Policy and not later than 3 days in respect of Specific Policy. Post lapse of this period, the information mentioned in the Policy document shall be deemed to be accepted by the Policyholder as correct and binding on it.

To enable us to serve you better, you are requested to mention your Policy Number in all your further correspondence.

While we believe that with Reliance General Insurance, you get nothing less than excellent and unparalleled services, should you have any complaints or post purchase requirements like correction / changes in the policy or claims to be reported, we provide you a single access point as below

Write to rgicl.corporateservices@relianceada.com

Thanking you once again for choosing us. Look forward to a long lasting and delightful relationship.

Yours sincerely,

For Reliance General Insurance Company Limited.

**Authorized Signatory** 





reliancegeneral.co.in 🕟

#### 022-4890 3009 (Paid) (C) 1800 3009 (Toll Free) ( ) 74004 22200 (WhatsApp) (S) **Open Policy-Inland (Policy Schedule)** Servicing Office Code & Address: 1708 Corporate Office / Policy Issuing Office: Reliance General Insurance Company Limited 6th Floor, C-9 & C-10, Second Floor, ABC Complex, Adalat Road, AURANGABAD, MAHARASHTRA, INDIA, PinCode-431001 Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400 063. WHEREAS the ASSURED named in the Schedule hereto, have represented to Reliance General Insurance Company Limited (herein after called the "Company") that they are interested in and duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter stated. THE COMPANY HEREBY PROMISES AND AGREES with the Assured, their Executors, Administrators and Assigns that the Company insures against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the Schedule. Policy No. 17082212421M001225 PreviousPolicyNo: Oct 13, 2021 to Oct 12, 2022 Period of insurance: Name & Correspondence **ANIL KUMAR & COMPANY** E090622100241 / Oct 14, 2021 Tax Invoice No & Date Address/Place of Supply: **COTTON MERCHANTS & COMMISSION** AGENTS, INDI ROAD, BIJAPUR, BIJAPUR, KARNATAKA, 586101 **GSTIN/UIN &** 29AACFA2641K1ZI & KARNATAKA Place of Supply Vessel &/or Rail, Road Conveyance: Voyage **Transit Mode Transit From Transit To** details ANYWHERE IN INDIA ANYWHERE IN INDIA Inland **Interest/Subject Matter Packaging** Cotton FP Bales Standard & Customary Risk Details Coverage Sr. No. PSL Limit(₹) PLL Limit(₹) **Basis Of Valuation** 5,000,000 100,000,000 Inland Invoice + 10% Declaration to be submitted on Monthly Basis 250,000,000 Annual Sum Insured (₹): Initial Sum Insured here under (in figures): ₹ 250,000,000(Twenty Five Crores Only ) **PREMIUM** Amount(₹) **BASIC** 75,000 PREMIUM (₹) WAR/SRCC 25,000 PREMIUM (₹) NET 100,000 PREMIUM (₹) IGST (₹) 18,000 **STAMP DUTY GROSS** 118,001 PREMIUM (₹) 0.50% of the consignment value subjected to minimum of Rs. 5,000 for each and every claim. Transit **Excess** Clauses Inland Transit Rail-Road (A) - All Risk Strike, Riot & Civil Commotion Clause Limitation of Liability Clause Institute Strike Cancellation Clause Institute Cyber Attack Exclusion Clause CL 380 10/11/2003 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause Cl 370 dated 10/11/2003 Sanction Limitation And Exclusion Clause JC2010/014 (11/08/10) Important Notice Clause Cargo Termination of Storage in Transit Clause(ammended) dated 1/4/2020 Termination of Transit Clause (Terrorism ) 2009 JC 2008/024 11 December 2008 Open Policy Clause Dispatch by Private Carriers Clause **Cutting Clause Declaration Clause** Joint Excess of Loss Cyber Losses Clause JX2020-007 Communicable Disease Exclusion Clause (Cargo) JC2020-011 1. Notwithstanding any provision to the contrary within this reinsurance Agreement, this Reinsurance Agreement does not reinsure 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, 1.1 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 1.2 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 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Per Sending Limit (PSL):

Notwithstanding anything to contrary contained in this Policy the limit of the Insurer's liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the Insurer and suitable amendments have been made in the policy insured will be self-insurer and for partial losses condition of average will be applicable at time of claim

Per Location Limit (PLL):

Notwithstanding anything to contrary contained in this Policy, the limit of Insurer's liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy. This means accumulation of all shipments at any one place at any one time. Eg., Accumulation at Port awaiting shipment and/or similar places or intermediate storage at carrier's godown or warehouse etc. If such accumulations do take place exceeding the Location Limit, unless prior notice is given to the Insurer and suitable endorsements have been made in the Policy, Condition of Average will be applicable at the time of claim.

As per Section 64 VB of the Insurance Act, 1938, adequate premium balance is required to be maintained before the commencement of a shipment. Inadequate premium balance would render a shipment uncovered.

Warranted Brand New Goods and in Original Manufacturers Packing.

Warranted no waiver of subrogation against the Transport Co., in respect of Hired Vehicles.

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

Warranted that if the weight of the cargo exceeds than Registration Laden weight or Licensed Carrying Capacity of the vehicle, as mentioned in the Registration

Certificate of the vehicle, then any loss or damage arising out of such transit is not covered under the above mentioned policy

Warranted that Non-standard Claims will be settled at 75% of the Assessed Loss amount wherein recovery rights are Prejudiced.

Exclusions

Exclusions

Excluding loss or damage due to contamination, moisture, liquefaction, sweat, mould, stains, taints, mildew, bacterial, fungal and parasitic infestation, efflorescence and deliquescence unless caused by Inland Transit (Rail/Road) (B) perils

Excluding Rejection and Quality losses.

Excluding shortages from containers with Seals intact

Excluding coverage for Any Intentional storage/storage where cargo is in control of the insured under the scope of coverage of the policy.

Survey and Claim Settlement

**Conditions:** 

Survey and Claim Settlement: In the event of loss or damage which may involve a claim under this insurance, immediate notice thereof and application for survey should be given to: Agents of W. K. Websters & Co. / web site: www.wkwebster.com (for Export policy) and Reliance General Insurance Company Limited (for import and inland policy).

This quotation is subject to Nil claim details as given above. If the claim data is different from what is stated above, the quote is liable to change.

Intermediary Code/Name: 17BRG276 / JAINUINE INSURANCE BROKERS PVT LTD

Intermediary ContactNo :9850049400

#### In WITNESS WHEREOF signed for and on behalf of the Company at Mumbai on For and on Behalf of

In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change

Grievance Clause: For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at 1800 3009 or may write an email at rgicl.services@relianceada.com. In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at rgicl.grievances@relianceada.com. In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at rgicl.headgrievances@relianceada.com. In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website www.irda.gov.in or on company website www.reliancegeneral.co.in or on www.gbic.co.in. The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located.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@gbic.co.in | Shri. A. K. Sahoo Office of the Insurance Ombudsman,Jeevan Darshan Bldg.,3rd Floor,C.T.S. No.s. 195 to 198,N.C. Kelkar Road,Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in

For Reliance General Insurance Company Limited

**Authorised Signatory** 

Date: 14-10-2021 hour on:14:50

Consolidated Stamp duty Paid vide Letter of Authorisation No "LOA NO.CSD/411/2022/ (Validity Period from Dt. 21/07/2022 to Dt. 15/07/2023) /3178 DT.21 JUL 2022" at General Stamp

Office, Mumbai. \*\* Not Applicable for the State of Jammu & Kashmir SUPPLY MEANT FOR EXPORT UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF IGST

Service Tax Registration No: AABCR6747BST001 / GSTIN:27AABCR6747B1ZG

As per the GST regulations, the amount of GST will not be refunded if the policy / endorsement is cancelled after 30th September of the next financial year

Category-General Insurance Business Service 00440005 / Description of Services:Marine, Aviation & other transport Insurance

Sales Tax Registration No : 01101051414 / HSN:997135

Note: In the event of dishonor of cheque, this policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

- In witness whereof this Policy has been signed at Mumbai on Policy original tax invoice date in lieu of Endorsement No. as mentioned in the policy.

- This document shall be treated as a Tax Invoice as per Rule 46 of the Central Goods and Services Tax Rules 2017.

- This document shall be treated as a Tax Invoice as per Rule 46 of the Central Goods and Services Tax Rules 2017. For any assistance with claims, please contact us on 74004 22200 (toll free) or email us at services.rgicl@relianceada.com

## Memorandum

## Attached to and forming part of Marine Open Policy No. 17082212421M001225

## 1 DECLARATION (Monthly Basis)

It is a condition of this insurance that, until completion of the contract, the Assured is bound to declare here under to the company each and every despatch/shipment without exception, in the form prescribed by the Company for the purpose, within hours/days of the: a) departure of the Overseas Vessel from the port of shipment in the case of exports b) receipt of advice of despatch / shipment, in the case of imports c) issue of the Railway Receipt / Parcel Way bill / postal Receipt / Consignment Note in the case of Inland Transits. The Company being bound to accept the same up to but not exceeding, the limits specified herein. The Company and/or its agents will have the previlege at any time during the business hours to inspect Asured's record of despatches made with in the terms of the Policy.

2	BASIS OF VALUTATION DETAILS
Cover Type	Basis of Valuation
Inland	Invoice + 10%

All despatches/shipments to be insured hereunder are to be valued and declared, for their prime invoice for which the Assured is liable, the charges of insurances and the expenses of and incidental to despatch/shipment

## 3 TERMS OF COVER

This contract is subject to the terms, exclusions, conditions and warranties as per policy.

4 SENDING LIMITS 5000000

Warranted that the limit of the Insurer's liability in respect of any one accident or series of accidents arising from the same event shall not exceed -by any one ocean going vessel (coastal or overseas) ₹ 5000000 by any one inland vessel/lighter, by any one railwaywagon / train, by any one motor lorry / any other land conveyance.

5 **LOCATION LIMIT** 100000000

In the event of loss and / or damage prior to despatch / shipment of any interest insured hereunder in any one locality, the Company, notwithstanding anythinf herein stated to the contrary shall not be liable in respect of any one accident / occurance / series of accidents / ocurrence arising out of the same event for more than an amount upto, but not exceeding, the sum of: 100000000.

## 6 PERIOD OF INSURANCE

This open policy shall remain in force for a period of 12 months from Oct 13, 2021 to Oct 12, 2022 unless previously exhausted by declaration. In the event of the policy not being exhausted by declarations within the aforesaid period a pro-rata refund of premium on the undeclared balance may be allowed to the Assured at the option of the Company.

## 7 CANCELLATION

The Open Policy may be cancelled by the Company or by the Assured by serving a notice in writing as under. a) Marine and Transit Risks 30 days' notice: b) War and / or SRCC Risks 7 days' notice: (except shipments to & from USA) c) War and SRCC risks 48 hours' notice: (shipments to & from USA) d) SRCC risks 48 hours' notice: (interior transits in India, Nepal, Bhutan, Afghanistan and Bangladesh not in conjunction with an overseas voyage)

Reliance General Insurance Company Limited. IRDAI Registration No. 103.

An ISO 9001:2015 Certified Company

Registered Office & Corporate Office: Reliance General Insurance Company Limited 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400 063.

Corporate Identity No.U66603MH2000PLC128300. UIN: IRDAN103P0022V022009.

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#### Inland Transit Rail-Road (A) - All Risk

#### **RISKS COVERED**

1. This insurance covers all risks of loss or damage to the subject-matter insured except as provided in clause Nos. 2, 3, 4 and 5 below. Risks

Clause

**EXCLUSIONS** 

In no case shall this insurance cover

2.1 loss damage or expense attributable to willful misconduct of the assured.

General Average Clause

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.

- loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
- 2.4 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against.
- loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - 3.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

Nuclear Radioactive Exclusion Clause

War

Exclusion

Exclusion

Clause

Strike

Clause

- 3.2 The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 3.3 Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- In no case shall this insurance cover loss, damage or expense caused by 4.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power
- 4.2 capture, seizure, arrest, restraint or detainment, the consequences thereof or any attempt thereat
- 4.3 derelict mines, bombs or other derelict weapons of war.
- In no case shall this insurance cover loss damage or expense 5.1 caused by strikers, locked out workmen or person taking part in labour disturbances, riots or civil commotions
- 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 5.3 caused by any terrorist or any person acting from a political motive

#### **DURATION**

6. This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any.

**Transit Clause** 

until delivery to the final warehouse at the destination named in the policy or

in respect of transit by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station (ii)

(iii)

in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B.1 The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2 Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

#### **CLAIMS**

7.

7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of loss.

Insurable Interest Clause

7.2 Subject to 7.1 above the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the Underwriters were not.

## BENEFIT OF INSURANCE

8. This insurance shall not inure to the benefit of the carrier or other bailees.

Not to Inure

# **MINIMISING LOSSES**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and Duty of **Assured Clause** 

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/road carriers/bailees within six months from the date of railway/lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

## **AVOIDANCE OF DELAY**

11. It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

Reasonable Despatch Clause

## **Institute Strike Cancellation Clause**

The inclusion in this contract of cover granted against the risks of Strikes and Riots may by cancelled either by the Underwriters or the Assured except in respect of any insurance against the said risks which shall have attached in accordance with the cover granted under the Policy before the cancellation becomes effective, such cancellation shall however only becomes effective on the expiration of 48 hours from the midnight of the day on which a notice of cancellation is issued by or to Underwriters.

#### **DESPATCH BY PRIVATE CARRIER CLAUSE** (INLAND TRANSIT)

The liability of the Company shall be limited to 75% of the assessed loss where the consignment note is issued limiting the liability of the Carriers in any respect by a special contract duly signed by the consignor, consignee or by the duly authorised representative, agents or where the consignment note is issued by a Private Carrier (other than the Vehicle belonging to the owner of goods) or freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the

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An ISO 9001:2015 Certified Company

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