



In consideration of the insured named herein paying to Cholamandalam MS 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, 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.

GST Invoice No.:2455394587199 DATE: 02/09/2022 PAN: AABCC6633K SAC Code: 997135 SAC Description: Marine, aviation, and other transport insurance services	CHOLAMANDALAM MS GENERAL INSURANCE COMPANY Ltd. ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA GSTIN: 27AABCC6633K1ZJ
Policy No	2455/00022414/000/00
Name of the Assured / Insured	JK OIL REFINERY LLP
Address of the Assured	GUT NO 175 MANTHA ROAD RAMMURTI MAJAREWADI JALNA H.O JALNA MAHARASHTRA PIN - 431203 GST No.: 27AAPFJ9154P1ZC
Aadhar No.:	-
PAN No.:	-
Period of Insurance	From 10:00 hrs on 31/08/2022 To 23:59 hrs on 30/08/2023
Transit Details	Anywhere in the India to Anywhere in India
Sum Insured (Cargo)	INR 250,000,000.00
Limit Per Sending	INR 10,000,000.00
Limit Per Location	INR 20,000,000.00
Subject Matter Insured	All types of Vegetable oil in Tanker
Packing	Standard and Customary
Mode of Conveyance	Rail, Road
Basis of valuation (Cargo)	Invoice + 10%
Deductible/Franchise	INLAND: Cargo - Excess 1% of Consignment Value Subject to Minimum of Rs. 25000 for each and every claim
Basis of Declaration	All dispatches made during the previous month shall be declared within 10th of the succeeding month

Net Premium	INR 50,000.00
CGST (9%)	4,500.00
SGST (9%)	4,500.00
IGST (0%)	0.00
Stamp Duty	INR .50
Gross Premium	INR 59,001.00

Condition, Clauses and Warranties	As per Annexure Attached
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Consolidated Stamp Duty Paid Vide G.O. Rt No. 382, Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 30/08/2022.

<b>Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED</b>	<b>Contact No: 8149178773</b>
<b>Code: 200149210153</b>	POSP Aadhaar No.:

Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

Place : CHENNAI	For Cholamandalam MS General Insurance Company Ltd.
Date of Issue : 02/09/2022	Authorised Signatory

Policy Issuing Office : AURANGABAD BRANCH OFFICE
Agent / broker : 201208127508
Client Code : 1015329891400001

Amount : 59000
Receipt No : 1050653485
Date : 31/08/2022

ANNEXURE TO SCHEDULE

CLAUSES

1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusions Clause 10.11.2003
2. Private Carrier Limitation of Liability (Inland Transit) Clause
3. Cargo Termination of Transit Clause (Terrorism)
4. Pair & Sets Clause
5. Cancellation Clause
6. Important Notice Clause
7. Open Policy Conditions
8. Inland Transit (Rail /Road / Air) Clause B - (Basic Cover)-2010
9. Sanction Limitation and Exclusion Clause JC2010/014
10. Voyage Condition Clause
11. Cargo Termination of Storage and Transit clause (Amended)- 2020-21
12. JELC Communicable Disease Exclusion (JC 2020-011)
13. Joint Excess Loss Cyber Losses Clause (JX2020-007)
14. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010
15. Limit per Sending (PSL) and Limit per location (PLL)
16. Intention storage not cover
17. Consignment move in taker cover under ITC B+Srcc
18. (For Tanker movement) Condition that in the event of total loss minimum salvage to be recovered is 25% of assessed loss

WARRANTIES

1. Warranted vehicle clean and fit to carry cargo.
2. Warranted policy covers new items only.
3. Warranted the load carried by the subject carrying vehicle is within the permissible carrying capacity as per section 113, subsection 3 of MV Act 1988 and as per notification S.O.3467(E) dated 16.07.18
4. Warranted coverage is as per INCOTERMS in the sales contract
5. Warranted cargo is carried in a closed vehicle/wagon or a vehicle/wagon duly covered with a serviceable tarpaulin for inland leg of journey
6. Warranted for all consignments moving in insured's own vehicles or in absence of recovery rights settlement to be made on 85% basis

OTHER TERMS AND CONDITIONS

1. M & DP clause: Refund unutilized premium balance at the end of policy period is subject to following conditions: Open policies are subject to a minimum retention premium of Rs.5,000/- or premium collected where actual premium is less than Rs.5000. Refund of premium for unutilized balance shall be made only for policy where the incurred claims ratio in the policy is less than 70%.
2. Declaration :Any declaration made to the company which does not fall within the terms and conditions of the policy would be considered to be null & void ab initio and the company would in no way be held liable for any consequence arising out of the declaration.
3. Tail end transits where the imports are done on CIF named port of destination, cover from port to inland destination shall be subject to ITCB + Srcc

EXCLUSIONS

1. Excluding second hand / used items / rejects / return transit
2. Excluding shortages from parcels / packages delivered in extremely sound condition
3. Excluding shipments in bulk / Cargo carried in loose form
4. 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 ICC(B) perils.

The list of Ombudsman details are available on our website [www.cholainsurance.com](http://www.cholainsurance.com).

SURVEY AGENT

Inland

Cholamandalam MS General Insurance Company Ltd  
Aurangabad Branch Office  
Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony,  
Opp. Lms Jeweller Jalna Road, Aurangabad - 431005  
Maharashtra - 431001

SETTLING AGENT

Inland

Cholamandalam MS General Insurance Company Ltd  
Dare House', 2 nd floor, No. 2, NSC Bose Road, Chennai - 600001  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :02/09/2022

Authorised Signatory

Attached to and forming part of the Policy Number : 2455/00022414/000/00 dt 31/08/2022

Clauses:

1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusions Clause 10.11.2003  
INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon. \_\_\_\_\_ CL 370.

2. Private Carrier Limitation of Liability (Inland Transit) Clause

PRIVATE CARRIER LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE 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 Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

3. Cargo Termination of Transit Clause (Terrorism)

CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM) This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either: 1.1 As per the transit clauses contained within the Policy. OR 1.2 On delivery to the Consignees or other final warehouse or place of storage at the destination named herein, On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation of distributor OR 1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge override of the goods hereby insured from the overseas vessel at the final port of discharge. 1.5 In respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge. Whichever shall first occur 2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

4. Pair & Sets Clause

PAIR & SETS CLAUSE Where any insured item consists of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article(s) may have as part of such pair or set nor more than a proportionate part of such pair or set.

5. Cancellation Clause

CANCELLATION CLAUSE All risks ( as described herein ), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation

by either party. The inclusion of cover against War Risks may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice. 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 Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

#### 6. Important Notice Clause

##### IMPORTANT NOTICE CLAUSE

##### 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:

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 weightment / 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 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 Received A/D Card / Postal Registration Receipt.

#### 7. Open Policy Conditions

OPEN POLICY CONDITIONS I) This Open Policy is effected to insure the interest specified here is dispatched either by or for account of the Assured in which they have an Insurable Interest. II) Period of Policy This policy shall remain in force for a period of 12 months or as set out in the Policy Schedule unless cancelled previously by either side as per Cancellation clause stated herein or exhaustion of Sum Insured by declarations, 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 consignment falling within the scope of this policy without any exception. Failure to do so shall, at the Insurer's option, render this Open policy void as from the date and time of such failure. Acceptance of any declaration 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 Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. This inclusion of cover against relevant Institute Strikes & War may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the USA) notice. 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. 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 from 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 privilege, at any time during the business hours to inspect the records of the insured 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 fulfilment 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.

#### 8. Inland Transit (Rail / Road / Air) Clause B - (Basic Cover)-2010

Inland Transit (Rail / Road / Air) Clause B - (Basic Cover)-2010 As Attached

#### 9. Sanction Limitation and Exclusion Clause JC2010/014

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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 or United States of America. JC2010/014 11 August 2010.

#### 10. Voyage Condition Clause

VOYAGE CONDITIONS: EXCLUDING shipments to/through/from Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Somalia, Syria, Yemen and Indian Government prohibited countries &/or Sanctioned Countries, unless agreed by underwriters prior to shipment.

Rail/road Export shipments to Myanmar, Nepal, Bhutan, Pakistan, Bangladesh, coverage shall be restricted to transshipment point at Indian border; in case of Imports coverage shall attach from Indian border. (no coverage inland leg of such countries, unless specifically agreed by underwriter prior to shipment).

In respect of Export shipments to countries in the African Continent/ Myanmar/ Sri Lanka/ Bangladesh or Pakistan coverage shall cease on completion of discharge from Liner Vessel at discharge port (any deviation to be specifically agreed by the Underwriter prior to shipment).

#### 11. Cargo Termination of Storage and Transit clause (Amended)- 2020-21

(For warehousing and or storage risks insured in the ordinary course of transit)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured whilst being warehoused and/or stored, this cover is conditional upon such warehousing and/or storage being in the ordinary course of transit and, in any event, SHALL TERMINATE EITHER.

1.1 As per the transit clauses contained within the Policy.

Or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other in the ordinary course of transit or for allocation or distribution,

Or

1.4 In the respect of marine transits, on the expiry of 60 days (Duration Clause) plus 60 days after completion of discharge over side of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 In respect of air transits, on the expiry of 30 days (Duration Clause) plus 60 days after unloading the subject matter insured from the aircraft at the final airport of discharge,

1.6 In respect of rail/road transits, on the expiry of 7 days (Duration Clause) plus 60 days after unloading the subject matter insured at the final place of discharge,

Whichever shall first occur.

2. If this Contract or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

The cover afforded under the extended period as agreed in this endorsement shall be subject to the terms and conditions of the current London Institute Clauses excluding Terrorism.

#### 12. JELC Communicable Disease Exclusion (JC 2020-011)

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature 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 there to. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from one 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 bodily injury, illness, damage to human health, human welfare or property.

#### 13. 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 there from, 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.

#### 14. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

#### RISKS COVERED

Risk Clause

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by:  
1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,  
1.2 any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted  
1.3 caused by any person/s acting from a political, ideological or religious motive.  
1.4 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

**EXCLUSIONS**

2. General Exclusions clause

In no case shall this insurance cover:

2.1 loss or damage or expense proximately caused by delay, inherent vice or nature of the subjectmatter insured

2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

2.4 loss or damage or expense caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**LAW AND PRACTICE**

This insurance is subject to Indian law & practice.

15. Limit per Sending (PSL) and Limit per location (PLL)

Limit per Sending (PSL): Notwithstanding anything to contrary contained in this contract, the limit of the insurer 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 company 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.

Limit per location (PLL): Notwithstanding anything to contrary contained in this contract, Company 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 donates accumulation of all shipments at any one place at any one time, e.g. Intermediate storage, carriers or other go downs, at the port awaiting shipment and similar places. If such accumulations do take place exceeding the location limit, unless prior notice is given to the company and suitable amendments have been made in the policy, condition of average will be applicable at time of claim.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :02/09/2022

Authorised Signatory

Whether tax is payable under reverse charge basis - No.

CHOLAMANDALAM MS