

CLAUSES WORDINGS

1. 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 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. TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2009/056 (01/01/2009). This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 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 distribution, OR 1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge outside 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. 1/1/34 INSTITUTE REPLACEMENT CLAUSE In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine. AHM 6/90 CL 161 A&B Copyright A.L. The Institute of London Underwriters
5. LABELS CLAUSE Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.
6. 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.
7. 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 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 cause 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 Receipted A/D Card / Postal Registration Receipt.
8. Inland Transit (Rail / Road / Air) Clause - (All Risks)-2010 As Attached.
9. 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, United States of America or Switzerland.
10. (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 than 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 oversea 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 inland transits by road only, on expiry of 7 days (Duration Clause) plus 60 days after the date of arrival of the subject matter at the destination town named in the policy.
1.7 In respect of railroad transits, on expiry of 7 days (Duration Clause) plus 60 days after arrival of the railway wagon at the final destination railway station,
1.8 In respect of inland transits by air only, on the expiry of 7 days (Duration Clause) plus 60 days after unloading the subject matter insured at the final airport 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 above.
The cover afforded under the extended period as agreed in this Cargo Termination of Storage in Transit Clause (Amended) endorsement shall be subject to the terms and conditions of the current London Institute Clauses EXCLUDING Terrorism OR Strikes Riots and Civil Commotions Clause EXCLUDING Terrorism.
11. 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 thereto. 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 bodily injury, illness, damage to human health, human welfare or property.
12. 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 not 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.
13. 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 subject matter insured
2.2 loss or 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.

Mechanism for Grievance Redressal

If an esteemed customer of our company, you can contact us to register complaint/grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to you. The contact details of our office are given below for your reference.

If any Grievances / Issues on claims pertaining to Senior Citizens, Insured can register the complaint / grievance which shall be processed on Fast Track Basis by dedicated personnel.

Contact Information

Cholamandalam MS General Insurance Company Limited
H.O.Dare House 2nd floor, No 2 NSC Bose road, Chennai 600001.
Toll free: 1800 208 5544
SMS: "CHOLA" to 56677 (premium SMS charges apply)
E-MAIL: customercare@cholams.murugappa.com
WEBSITE: www.cholainsurance.com

For Complaints

If you have not received any reply from us within 3 days from the date of the lodgement of complaint or if you are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or email at complaints@irda.gov.in for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

Nearest Insurance Ombudsman Offices

Sl. No	Office of the Ombudsman	Name of the Ombudsman and contact details	Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman 2nd floor, Ambica House, Near C.U. Shah College, 5, Navvugy Colony, Ashram Road, AHMEDABAD-380014, Tel: 079-27546150/139 Fax: 079-27546142 E-mail: bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	Office of the Insurance Ombudsman Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078, Tel: 080-26852048 / 26652049 E-mail: bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 033, Tel: 0755-2769200/201/202 Tel: 0755-2769203 Fax: 0755-2769203 E-mail: bimalokpal.bhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR-751009 Tel: 0674-2596461 / 2596455, FAX: 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No.101,102& 103, 2nd Floor, Batra Building, sector 17-D, CHANDIGARH-160 017 Tel: 0172-2706196/5861 / 2706468 FAX: 0172-2708274, Email: bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar court, 4th floor, 453 (old no 312), Anna salai, Teynampet, CHENNAI-600 018, Tel: 044-24333668 / 24335284, FAX: 044-24333664, Email: bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI	Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building, Asaf Ali Road New Delhi-110 002 Tel: 011-23239611/7539/7532, Fax: 011-23230858, Email: bimalokpal.delhi@gbic.co.in	State of Delhi.
8	ERNAKULAM	Office of the Insurance Ombudsman 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015, Tel: 0484-2358759/2359338 Fax: 0484-2359336, Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
9	GUWAHATI	Office of the Insurance Ombudsman 'Jeevan Nivesh'™, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001 (ASSAM), Tel: 0361-2132204 / 2132205, Fax: 0361-2732209, Email: bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	Hyderabad	Office of the Insurance Ombudsman 6/246, 1st floor, Main Court, Lan@ Opp. salem Junction Palace A.C Guards, Lakshika-pool, HYDERABAD-500 004, Tel.: 040-65591124/6512122, Fax: 040-23375599, Email: bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR	Office of the Insurance Ombudsman Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005, Tel.: 0141-2740363, Email: bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	KOLKATA	Office of the Insurance Ombudsman Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072, Tel.: 033-22124339 / 22124340, Fax: 033-22124341, Email: bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW	Office of the Insurance Ombudsman 6th Floor, Jeevan Bhawan, Phase 2, Naval Kishore Road, Hazartganj, LUCKNOW - 226 001 Tel.: 0522-2231330 / 2231331, Fax: 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sunanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Siddharthnagar.
14	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V.Road, Santa Cruz(W) MUMBAI - 400 054 Tel.: 022-26106928/360/889, Fax: 022-26106952, Email: bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA	Office of the Insurance Ombudsman Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email: bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaud, Bulandshahar, Etah, Kanojo, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Orayiya, Pilibhithi, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA	Office of the Insurance Ombudsman 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006, Email: bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.

Whether tax is payable under reverse charge basis - No.

CHHOLA MS