



**THE NEW INDIA ASSURANCE CO. LTD.**  
(Government of India Undertaking)



**THE NEW INDIA ASSURANCE CO. LTD.**  
Issuing Office code: AURANGABAD DO-160400 (160400)  
Address: AJAY ENGINEERING COMPOUND,  
ADALAT ROAD, AURANGABAD  
431005  
Phone: 02402333572 / 02402333361  
Fax: 02402331226 E-mail: nia.160400@newindia.co.in

GSTIN	:	27AAACN4165C3ZP
SAC	:	997135 (Marine, aviation and other transport insurance svrc)

**MARINE CARGO Open Cover CERTIFICATE**

WHEREAS the ASSURED named in the schedule hereto have represented to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called company) that they are interested in or duly authorized to make the insurance mentioned and have paid the premium hereinafter stated. THE COMPANY HEREBY PROMISES AND AGREES with the assured, their Executors, Administrators and assigns that the company will insure against loss damage liability or expenses subject to Clauses, Endorsement, Conditions and Warranties contained herein/in the schedule.			
M/S. EAST SUN TECHNOLOGIES PVT LTD		Open Cover Policy No:- 16040021230300000001	Certificate No:- 16040021230400000075
OPP HOTEL VIJAY EXECUTIVE, GAT NO 987A, SASWAD ROAD, WADKI, PUNE, PUNE, MAHARASHTRA, 412308		BL/AWB/LR/RR No:-AWAITED	BL/AWB/LR/RR Date:-NA
PHURASANGI, MAHARASHTRA, 412308			
GSTIN/UIN: 27AAGCE3656H1ZI/NA			
FROM PLACE	VIA	TO PLACE	
SHENZHEN	NA	NAVA SHEVA PORT, INDIA	
NAVA SHEVA PORT, INDIA	NA	PUNE INDIA	
Port of Loading:-Shenzhen to Nhava Sheva (by sea)		Port of Discharge:-Nhava Sheva seaport to Pune (by road)	
Journey Start Date:-20/10/2023		Commodity Description:-Housing & PCBA of Powerbank.	
Letter of Credit No :-		Date of issuance of Letter of Credit :-	
Consignment Invoice Serial Number	Consignment Invoice Number	Consignment Invoice Date	
2	URL20232422	19/10/2023	
Marks & No:-NA	Consignee Name:-EAST SUN TECHNOLOGIES PVT LTD REG OFFICE Address: Gat No 987A, Saswad Road, Wadki, Pune, Maharashtra 412308 Delivery Address: Pune	Vessel Details:-NA	
Sum Insured ₹:-1925977		Sum Insured (Foreign Currency):-NA	
Duty Value: 0		Excess:-.5 % OF CLAIM AMOUNT	
Collection Number:-1604008123000009348		Collection Date:-20 / 10 / 23	
Gross Premium(₹): 436	GST(₹): 78	Stamp Duty(₹): 1	Net Premium(₹): 515

**CLAUSES, SPECIAL CONDITIONS AND WARRANTIES**

Policy No. : 16040021230400000075 Document generated by 40073 at 20/10/2023 17:28:21 Hours.

Regd. & Head Office: New India Assurance Bldg., 87 M.G. Road, Fort, Mumbai - 400 001. TOLL FREE No. 1 800 209 1415.

For redressal of your grievance, if any, you may approach any one of the following offices- 1. Policy issuing office 2. Regional office 3. Head office. In case, you are not satisfied with our own grievance redressal mechanism; you may also approach Insurance Ombudsman. For details of our office addresses and addresses of office of Insurance Ombudsman, please visit our website <http://newindia.co.in>.



- 1) Warranted the shipment by an approved class vessel complying with the provisions of the Institute Classification clause - 01.01.2001 with the Held Cover provision of the same stands deleted"
- 2) Warranted the vessel is ISM Code compliant as per the ISM Code Endorsement as attached
- 3) Communicable Disease Exclusion Clause (Cargo) JC2020-011
- 4) Institute Classification Cl. - 1.1.2001(amended)
- 5) Institute Radioactive Contamination Exclusion Clause (1.10.1990)
- 6) Institute Radioactive Contamination Chemical, Biological Biochemical and Electromagnetic Weapons Excl. Clause 10/11/2003 CL 370
- 7) Termination of Transit Clause JC2009/056 01/01/2009
- 8) Subject to Important Notice Clause
- 9) Subject to Private Carriers Warranty
- 10) Subject to closed vehicle Warranty
- 11) Cargo Termination of Transit (Storage) Clause
- 12) Warranted that this policy shall run concurrent to the Sales Contract/Incoterms
- 13) Subject to SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100 (Amended)  
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.
- 14) Subject to RUB Exclusion Clause :  
Excluding all loss, damage, liability, or expense directly caused by or arising from or in connection with the current Russia-Ukraine-Belarus 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.
- 15) Subject to Marine Cyber Endorsement Clause LMA5403  
1.) Subject only to paragraph 3 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, computer process or any other electronic system.  
2.) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.  
3.) 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, paragraph 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 and/or firing mechanism of any weapon or missile.  
LMA5403  
11 November 2019
- 16) Subject to Five Powers War Clause  
Where any war risks coverage is provided by underwriters, this(re)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: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.  
JC2023-024  
6th Jan 2023
- 17) Subject to War and Strike Risk Termination Clause  
This clause shall be paramount and shall override anything contained in this insurance agreement inconsistent therewith.  
Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this treaty provides that war and strikes, riot and civil commotions risks (including terrorism) may be ceded hereunder, then the cover afforded by this reinsurance in respect of such war and strikes, riot and civil commotions risks (including terrorism) shall be subject to terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the risk ceded hereunder, or current at the later of either the inception date or the most recent anniversary date of this treaty.  
The acceptance of war and strikes, riot and civil commotions risks (including terrorism) under this contract is at all times subject to 72 hours' notice of cancellation by insurers or reinsurers. Such cancellation becoming effective on the expiry of 72 hours from midnight of the day on which notice of cancellation is issued by either party.  
Notice of cancelation can be given by e mail and is deemed served at the time that the e mail is sent. Also, any notice of cancelation given to the placing reinsurance broker or intermediary under this section shall be deemed to satisfy any requirement of notice provided for anywhere in this reinsurance agreement and shall override any inconsistent provisions as to notice within this reinsurance agreement.
- 18) Subject to Oil Price Cap Warranty where exposure to Russian oil exists. The insured represents and warrants that it is in



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compliance with the Russian price cap framework and any other restrictions on the supply or delivery of Russian oil and/or oil products applicable to it. The insured attests that:

- (a) it has received and retained price information demonstrating that the Russian oil and/or oil products was/were purchased at or below the cap; or  
(b) where not practicable to request and receive such information, it has obtained a signed attestation that the Russian oil and/or oil products was/were purchased at or below the cap or that the purchase of the Russian oil and/or oil products was pursuant to a licence or an exception.

19) Subject to JX2020-009A Communicable Disease Exclusion

20) Subject to Clause JX2020-007 - Joint Excess Loss Cyber Losses Clause

21) Subject to Specified Territory Exclusion Clause

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposures includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory.  
Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.

22) Special terms and conditions: Excess : 0.5% of claim amount and Minimum ₹ 5000/-.

23) Special Terms: OVER RISK:

· ALL RISK, SRCC, ICC A, ITC A & CIF + 10 %.

CONSIGNMENT TO BE COVERED UP TO THE WAREHOUSE OF THE CONSIGNEE AT THE CONSIGNEE'S ADDRESS.

Insured Amount-₹ 19,25,977/-

Subject to Terms, Conditions and warranties of Policy No.16040021230300000001

**Premium and GST Details**

	Rate of Tax	Amount in INR
<b>Taxable Value</b>		437
<b>SGST</b>	9	39
<b>CGST</b>	9	39
<b>IGST</b>	0	0

Claim Survey Agent:- Nearest New India Assurance Company's Office or The Policy Issuing Office	Claim Settling Agent:- Policy Issuing Office
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**IMPORTANT  
PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE**

<b>LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES</b>	<b>INSTRUCTION FOR SURVEY</b>
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.	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.
1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.	<b>DOCUMENTATION OF CLAIMS</b>
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.	To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including
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.	1. Original Policy of Insurance. 2. Original or copy shipping invoices, together with shipping specification and/or weight notes. 3. Original Bill of Lading and/or other contract of carriage.
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.	4. Survey report or other documentary evidence to show the extent of the loss or damage.
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.	5. Landing account and weight notes at final destination. 6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

**"Specified Territory Exclusion Clause"**

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Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.

To view the certificate details please visit  
: <https://online.newindia.co.in/authenticatecertificate>.

For and on behalf of The New India Assurance Co.Ltd..

Authorised Signatories

To intimate a Marine Cargo Claim, please visit the url <https://newindia.co.in/portal/intimateClaim>

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Tax Invoice No : 16040023P0014586

<b>IRDA Registration Number: 190</b> <b>NIA PAN NUMBER: AAACN4165C</b>
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