

## TEA CROP INSURANCE POLICY WORDING

### TEA CROP INSURANCE CLAUSES

#### DURATION OF COVER:

This insurance attaches from the time the Green Leaf is plucked at the Assureds' Estate named herein and whilst being processed at the Factory and further continues whilst in transit by approved conveyance(s) and/or vessel(s) (as specified in the Schedule to the relative Policy) until:

- i. Sold at Auction Centers in India but not exceeding 30 days from the date of arrival at an approved Tea Warehouse at the place of Auction, unless the period of Storage is extended by payment of Additional Premium at the inception of cover, always provided that the teas remain at the risk of the Assured, but in any event, cover is not to extend beyond 15 days from the date of Auction.
- ii. Delivered to Agents/ Buyers anywhere in India, but not exceeding 7 days from the date of arrival at the destination Road/Railway Station.
- iii. Sold at the Auctions in Overseas Country (shipped via a named Indian Port) but not exceeding 30 days period of Storage either at the Port of Shipment or any recognised Tea Warehouses at destination, (subject in any case to the provisions of Transit Clause No.8 of the Institute Cargo Clauses), unless the periods of Storage in Warehouses at Ports of Shipment and in the Tea Warehouses located in the Overseas Country are extended by payment of Additional Premium at the inception of cover.
- iv. Delivered to the Buyers' or Consignees' Warehouse (shipped via a named Indian Port against firm C.I.F. Sale Contracts) in the overseas country but not exceeding 30 days period of storage at the port of shipment (subject in any case to the provisions of Transit Clause No.8 of the Institute Cargo Clauses), unless the period of storage at the Port of Shipment is extended by payment of additional premium at the inception of cover.
- v. Placed on board the overseas vessel at a named Indian Port when sold on F.O.B. terms, but not exceeding a total period of 30 days from the date of arrival at a Tea Warehouse/Warehouses at the Port of Shipment, unless the period of storage in such Warehouse(s) is extended by payment of additional premium at the inception of cover.

Shipments via Indian Ports or to overseas Ports/final destinations other than those declared at inception will be covered at the specific request of the Assured on payment of additional premium.

This insurance may be extended to cover Tea which is manufactured at any Neighbouring Estate including the risk of transit, to and fro, on payment of Additional Premium before inception of cover.

This insurance is only to cover dispatches effected from the concerned Tea Garden within the policy period and any Tea Held Back on the Estate beyond the policy period will be completely outside the scope of the said Policy.

## 2. TERMS OF COVER

This insurance is against All Risks of physical loss of or damage to the subject-matter insured but shall in no case be deemed to cover loss, damage or expense proximately caused by inherent vice or nature of the subject-matter insured or delay even if delay is caused by the operation of an insured peril.

**TRANSITS/SHIPMENTS WILL BE SUBJECT TO THE FOLLOWING CLAUSES:**

**INLAND TRANSITS:**

- i. Inland Transit (Rail or Road) Clause - A (All Risks) attached hereto
- ii. Inland Transit (Inland Vessels) Clause - A (All Risks) attached hereto
- iii. Strikes, Riots and Civil Commotions Clause

**OVERSEAS SHIPMENTS:**

- i. Institute Cargo Clauses (A) attached hereto
- ii. Institute Cargo Clauses (Air) (Excluding sendings by Post) attached hereto
- iii. Institute Classification Clause attached hereto
- iv. Institute War Clauses (Cargo) attached hereto subject to 7 days' Notice of Cancellation
- v. Institute War Clauses (Air Cargo) (Excluding sendings by Post) attached hereto subject to 7 days' Notice of Cancellation
- vi. Institute Strikes Clauses (Cargo) attached hereto subject to 48 hours' Notice of Cancellation
- vii. Institute Strikes Clauses (Air Cargo) attached hereto subject to 48 hours' Notice of Cancellation
- viii. Institute Radioactive Contamination Exclusion Clause

**15% ON GARDEN CLAUSE:**

This insurance covers Made Tea of the period of insurance whilst at the Assureds' Estate and/ or Neighbouring Estate (when sent for manufacture) for any purpose whatsoever, but insurance against the risk of Fire, Earthquake and other convulsions of nature and also the risks of Strikes, Riots and Civil Commotions, when covered as per Institute Strike Clauses, shall be limited to 15% of the estimated annual total weight of Made Tea of the Garden insured, valued in accordance with the Agreed Value provision of this Clause. For the purpose of this Clause, the value declared at the inception of cover (either on Agreed Value basis or Provisional Value basis) in respect of tea to be disposed of in India shall be deemed to be the Agreed Value. The Assured is to bear a rateable proportion of the loss, if the total amount of the tea lying at the Estate and any Neighbouring Estates when sent for manufacture is more than 15% or as may be declared to the Insurers.

The risks of Explosion, Aircraft Damage and Impact Damage are also covered.

Teas in excess of 15%, as stated above, which may be lying cumulatively at the Garden and the Neighbouring Estates for reasons beyond the control of the Assured will be covered at the specific request of the Assured, subject to payment of Additional Premium.

**EXCLUSIONS :**

- i. Notwithstanding anything herein contained to the contrary, this Policy is warranted free of claims for loss of or damage to the subject-matter insured, whether Green Leaf or partly/wholly manufactured Tea, directly or indirectly caused by the absence or shortage, withholding or withdrawal of labour of any description whatsoever under any circumstance.
- ii. Loss or damage attributable to any fault, neglect or defect in the manufacturing process and/or packing materials used.
- iii. Loss due to interruption in manufacture consequent upon stoppage of Power Supply and/or Breakdown of Machinery, howsoever arising.

- iv. Any trade loss, including chest allowance, as agreed to by the Tea Brokers.
- v. Any loss or damage pertaining to previous season's Manufactured Tea Held Back at Garden, unless specifically covered under this Policy.

#### 4. BASIS OF VALUATION

(Option 'A' or 'B' or 'C' and 'D' - Delete options not required)

**A.1** The Valuation of Tea for the purpose of this insurance is agreed to be Rs..... per Kg. of Made Tea to be disposed of in India, including FOB and C & F Sales.

**A.2** For the purpose of this insurance, tea to be disposed of in Overseas Countries is provisionally valued at Rs.... per kg of Made Tea, being an **average price** obtaining for the Garden **during the preceding 3 completed and adjusted years excluding the expiring year** but liable to final adjustments as per Clause 7 in terms of the following stipulations :

- (a) for tea sold at Overseas Auctions and tea shipped on Consignment Basis to Overseas Countries, the actual amount realised on same shall be treated as the insured value.
- (b) for tea sold and shipped (against firm C.I.F. Sale Contracts) to the Overseas Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C.I.F. value + 10%) shall be taken as the Insured Value, subject to final adjustment as per Clause 7.

**B.** The valuation of Tea for the purpose of this insurance is agreed to be Rs..... per kg of Made Tea, excluding C.I.F. Sales. For tea sold and shipped C.I.F. to Overseas

Countries, the value declared in accordance with the terms of the Contract of Sale (maximum C.I.F. value + 10%) should be taken as the insured value, subject to final adjustment as per Clause 7.

**C.** For the purpose of this insurance, tea is valued provisionally at Rs..... per kg of Made Tea being an average price obtaining from the Garden during preceding three completed and adjusted years, excluding the expiring year subject to final adjustment as mentioned in Clause 7 on the basis of actual production and actual amount realised on same.

AND

**D.** Tea Waste (Agreed Value)

#### 5. LIMITS

a) **Single Dispatch/Shipment Limit:** Rs..... Any one Dispatch/ Shipment per any one Conveyance/Vessel.

b) **Location Limit :** Twenty times the single Dispatch/ Shipment limit referred to in (a) above on any one location other than on Garden for which limit has been specified in the "On Garden Clause" in Clause 2 hereinabove or Held Covered.

Claims for loss, damage to Tea whilst in transit from the Assureds' Garden to Agents/Buyers in any place in India or other than Auction Centers including FOB and C & F Shipments where no Brokers are involved, shall be settled on the basis of the Carrier's Certificate of loss/damage and/or independent Surveyor's Report and Account Sales/Sale Invoice.

## 6. BASIS OF SETTLEMENT OF CLAIMS

**6.1** In the event of loss in weight from apparently sound chests, the Insurer's liability shall be limited to 75% of such loss. Notwithstanding the above, no liability shall attach to Insurers hereunder in respect of sound chests/bags arriving with shortages of 5% in net weight per packing or less subject also to the following Excess Clause:

**"Claims for losses, if any, under this Policy, shall be subject to an Excess of Rs.2000/- per consignment/per occurrence".**

Brokers' Certificate shall be accepted as proof of loss/claim in case of shortages from apparently tampered chests/bags and short delivery of complete chests/bags. Brokers' Certificates must be supported by a Certificate of Shortage/Damage issued by the Carriers or their authorised representatives. The Insurers, however, reserve the right of appointing independent licensed Surveyors.

### **6.2 AT THE GARDEN:**

In the event of loss before manufacture, 4 kg of Green Leaf to be considered equal to 1 kg of Made Tea. Claims for loss of or damage to tea by an insured peril, while on the Insured's Garden and/or Neighbouring Garden for manufacture, shall be settled either for the Agreed Value or Provisional Value, as applicable to teas to be disposed of in India, Less all unincurred expenses, whether in respect of Green Leaf or partly/wholly Manufactured Tea.

### **6.3 IN RESPECT OF TEA INSURED HEREIN ON PROVISIONAL VALUE BASIS - FOLLOWING SHALL APPLY:**

#### **6.3.1 DURING INLAND TRANSITS:**

Claims for partial loss of or damage to tea whilst in transit from the Assureds' Garden to warehouses at Auction Centers anywhere in India or any Port of Shipment in India and/or prior to and/or during loading on to the overseas vessels shall be settled on the basis of the Brokers' Certificates, Account Sales and Invoice. Claims for loss or damage to Tea whilst in transit from the Assureds' Garden to Agents/Buyers in any place in India other than

Auction Centers, including FOB and C & F Shipments, where no Brokers are involved, shall be settled on the basis of Carrier's Certificates of loss/damage and/or independent Survey Report and Account Sales/Sale Invoice.

In the event of loss of or damage to one or more complete chests/bags of tea (forming part of an Overseas Shipment Invoice), whilst in transit from the Assureds' Garden to the Ports of Shipment in India, claims in respect thereof shall be settled on the basis of either :

- (a) In respect of teas on Consignment Sale abroad, the Estate's Average Rate on the date of arrival in the warehouses at the Ports of Shipment of the remainder of the chests covered by the relative Shipment Invoice.
- (b) In respect of tea on Firm Sale Contract, the insured valuation in respect of tea appropriated against Firm Sale Contracts.

**Less:** all unincurred expenses in respect of (a) & (b) above.

In the event of loss of or damage to a whole invoice prior to sale whilst in transit from the Assureds' Estate to Warehouse anywhere in India or any other Port of Shipment in India, claims in respect thereof shall be settled on the basis of either:

- a) In respect of tea on Consignment Sale Basis, claim shall be settled on the basis of the average gross sound values realised on the previous and next succeeding invoices for similar sale of like tea of the Assureds' Garden, but in the event of one being non-existent, the value of the other shall be taken as the basis of settlement.
- b) In respect of tea on Firm Sale Contract, Claim shall be settled on the basis of the Insured Valuation in the case of tea appropriated against Firm Sale Contracts.

**Less:** All unincurred expenses in respect (i) and (ii) above.

- **If Teas dispatched from the Gardens are carried by own vehicle or private carriers/other modes of transportation where the Insurer may not have recovery rights, claims in respect of such dispatches should be paid to the extent of 90% of the Assessed Loss and the balance 10% of the Assessed Loss shall be borne by the Insureds.**

### **6.3.2 DURING STORAGE WITHIN INDIA**

In the event of loss of or damage to tea during storage in warehouses anywhere in India or any Port of Shipment in India, claims for such loss or damage shall be settled on the basis of the Garden's Average Prices on the dates of occurrence of such loss or damage or on the basis of the Broker's Account Sales/Sales Invoice in the case of tea which has already been sold.

### **6.3.3 DURING OVERSEASSHIPMENTS INCLUDING STORAGE OVERSEAS**

Claims in respect of "Consignment Tea", Auction Sales shall be settled on the basis of the Brokers' Valuation Certificates and Account Sales or other acceptable evidence of the actual sale values realised as per custom of the trade. Where, however, parent break prices are not available, the Insurer's liability under this Policy shall be limited to 130% of the provisional value **less** all unincurred expenses.

Claims in respect of Private Sale Tea, shall be settled on the basis of the Sum Insured specified in the relative Certificates of Insurance, which shall be deemed to be the Agreed Values.

### **6.3.4 UNSOLD TEA AT AUCTION CENTRES**

Teas dispatched from the Garden within the policy period for sale at Auction Centers in India or Overseas and lying unsold at the time of submission of the Final Premium Adjustment Statement within 180 days as provided for hereinafter shall be valued at 130% of the Provisional Value both for adjustment of the premium and settlement of claims arising during the period of storage opted for.

## **7. PREMIUM ADJUSTMENT CLAUSE**

**7.1** The premium collected shall be subject to adjustment on the basis of tea actually produced, sold, unsold or otherwise disposed of.

The Insured shall submit to the Insurer a Final Premium Adjustment Statement furnishing particulars of actual total crop and sale proceeds together with a certificate from the **Auditor or the Chief Executive of the Company or a certified copy of the Excise Assessment or the Balance Sheet** for the concerned year, within 180 days from the date of expiry of the Policy. The Final Premium Adjustment Statement should specify the quantity of all tea produced, whether sold by auction, sold privately, ex-Garden or otherwise disposed of, including gift tea, sample tea, tea consumed at the Estate, tea wastes and tea totally lost/destroyed/damaged, howsoever caused, and tea remaining unsold and Held Back at the Garden.

Depending on the provisional premium collected and the actual premium payable, the Insured may be required to pay the difference in premium or may become entitled to a refund of premium, as the case may be. If the total turnover for the current year shall exceed or fall short of the estimated quantity of made tea, then the difference shall be met by a further proportionate payment of premium to the Insurer or by refund of premium by the Insurer to the Insured, as the case may be, in terms of the Final Premium Adjustment Statement received by the Insurer.

**7.2** Final Adjustment of the premium under the Policy issued on Agreed-Value basis shall be done for the actual 4crop/turnover as against the estimated crop/turnover proposed at the inception. For Policies issued on Provisional Value basis, the adjustment shall be done for both the actual crop/turnover and for the actual value realised as against the estimated crop/turnover and value proposed at the inception.

**7.3** Where insurance has been effected on Agreed-Value basis for disposals in India and Provisional-Value basis for disposals overseas, the adjustment for entire crop and value shall be made as aforementioned, separately for the respective disposals on Agreed-Value basis and the Provisional-Value basis.

**7.4** Should the Insured fail to comply with the requirements laid down under para 2 of Rule 7.1 given hereinabove, the Insurer will adjust final premium under such Policies and close such Policies in the following manner :-

- a) Where insurance has been effected on Agreed-Value basis, for the purpose of arriving at the actual turnover of made tea during the period of Insurance, the estimated turnover declared by the Insured under various heads will be loaded by 30% and Sum Insured and premium adjusted accordingly.
  - b) In case of tea insured on Provisional-Value basis, both the provisional quantities of tea and the Provisional Value per kilogram of tea estimated and declared by the Insured, will be loaded by 30% and the Sum Insured and the premium adjusted accordingly.
- 7.5** After receipt of the Final Premium Adjustment Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and demanded by the Insurer in writing on the basis of the said Final Premium Adjustment Statement, within 30 days from the date of demand being made. Failure to pay the Premium being demanded will entail automatic cancellation of the Policy for the current period immediately on expiry of the said 30 days without any further notice.
- 7.6** In the event of non-payment of balance premium on account of adjustment, as demanded by the previous Insurer, this Policy shall stand automatically cancelled in terms of the Cancellation Clause (Clause 10).

#### 8. REASONABLE DESPATCH CLAUSE

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Further, it is necessary for the Assured to give prompt notice to the Company of any event

- a) which is held covered under this Insurance
- b) giving rise to a claim under this  
Insurance,

as soon as they have obtained information of loss/damage from the Carriers/ Brokers/ Warehouse- keepers concerned and the right of recovery hereunder is dependent on compliance with this obligation.

#### 9. CANCELLATION CLAUSE

- a) This Policy may be cancelled by giving 30 days' Notice of Cancellation in writing by either side. In the event of such cancellation, Insured shall submit within 60 days of cancellation, the Final Premium Adjustment Statement, duly certified by their Auditors, for the period the Policy was in force for adjustment of premium for the period of cover. However, this provision for adjustment does not apply to cancellation of Policies as provided for in 10 b, 10 c & 10 d.
- b) Consequent upon non-receipt of the Final Premium Adjustment Statement, as required under Clause (7) above, for adjustment within the stipulated time by the Company, it shall be incumbent on part of the Insured to pay the Additional Premium demanded by the Insurer within 30 days from the date of demand so made in writing. Failure to pay the Final Premium demanded will entail automatic cancellation of the Policy immediately on expiry of the said 30 days without giving any further notice.
- c) It is further agreed that after receipt of the Model Premium Statement, it shall be incumbent on the part of the Insured to pay the difference in premium, if any, due and demanded by the Company in writing after adjustment of premium on the basis of the said Model Premium Statement, within 30 days from the date of demand being made. Failure to pay the Additional Premium so demanded will entail automatic cancellation of this Policy immediately on expiry of the said period of 30 days **without any further notice to the Insured.**
- d) Provision for Cancellation as provided for in 10 b & 10 c above shall also apply when expired Policy is with one Insurer and the current Policy is with another Insurer.

#### 10. WARRANTIES

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder:

- a) To take measures as may be reasonable for the purpose of averting or minimising such loss, and
- b) 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 reasonable incurred in pursuance of these duties.

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.

Claims for losses, if any, under this Policy occurring after the tea leaves the Garden, shall be subject to an Excess of Rs.2000/- per consignment/per occurrence.



**Strikes Riots and Civil Commotions Clause  
(Inland Transit not in conjunction with Ocean-going Voyage)**

**Risks Covered:**

<p>1. Subject otherwise to the terms, conditions and warranties of Policy on goods against transit risks, this insurance covers, except as provided in Clause 2 below loss or damage to the subject matter insured caused by</p> <p>1.1 Strikers, Locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;</p> <p>1.2 any terrorist or any person acting from a political motive.</p>	<p align="center"><b>Risk Clause</b></p>
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**Exclusions:**

<p>2. In no case shall this insurance cover</p> <p>2.1 loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured</p> <p>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.</p> <p>2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind</p> <p>2.4 loss damage or expense caused by war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power.</p>	<p align="center"><b>General Exclusion Clause</b></p>
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<p>4.3 caused by any terrorist or any person acting from a political motive 4.4 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.</p>	
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**Duration**

<p>5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, (a) until delivery to the final warehouse at the destination named in the policy, or (b) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or (c) 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</p> <p>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. N.B. 2: Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.</p>	<b>Transit Clause</b>
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**Claims**

<p>6. In order to recover under this insurance the Assured must have an 6.1 insurable interests in the subject matter insured at the time of loss. 6.2 subject to 6.1 above the Assured 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.</p>	Insurable Interest Clause
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**Benefit of Insurance**

<p>7. This insurance shall not inure to the benefit of the carrier or other bailees.</p>	<b>Not to Insure Clause</b>
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**Minimising Losses**

<p>It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and 8.2 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</p>	<b>Duty of Assured Clause</b>
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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.

9. 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**

10. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

**Reasonable Dispatch Clause**

**Inland Transit (Rail or Road) - Clause A (All Risks)**

**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 and 4 below.

**Risks Clause**

**Exclusions**

2. In no case shall this insurance cover  
 2.1 loss, damage or expense attributable to willful misconduct of the Assured  
 2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured  
 2.3 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 lift van 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  
 2.5 loss damage or expense caused by inherent vice or nature of the subject matter insured

**General Exclusion Clause**

3. In no case shall this insurance cover loss damage or expense caused by  
 3.1 war civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power  
 3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat  
 3.3 derelict mines bombs or other derelict weapons of war

**War Exclusion Clause**

4. In no case shall this insurance cover loss damage or expense  
 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

**Strike Exclusion Clause**

4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions  
4.3 caused by any terrorist or any person acting from a political motive.

**Duration**

<p>5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any,</p> <p>(i) until delivery to the final warehouse at the destination named in the policy, or</p> <p>(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or</p> <p>(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</p> <p>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.</p> <p>N.B. 2: Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out Agency.</p>	<p><b>Transit Clause</b></p>
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**Claims**

<p>6.</p> <p>6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.</p> <p>6.2 subject to 6.1 above the Assured 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</p>	<p><b>Insurable Interest Clause</b></p>
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**Benefit of Insurance**

<p>7. This insurance shall not inure to the benefit of the carrier or other bailees.</p>	<p><b>Not to Inure Clause</b></p>
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**Minimising Losses**

<p>8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and</p> <p>8.2 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.</p> <p>9. 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.</p>	<p><b>Duty of Assured Clause</b></p> <p><b>Waiver Clause</b></p>
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**Avoidance of Delay**

<p>10. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.</p>	<p><b>Reasonable Despatch Clause</b></p>
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**Inland Transit (Inland Vessels) Clause 'A' (All Risks)**

(Applicable to all Teas carried in Rivers, Canals or other smooth water, including any land transit incidental thereto, including F.O.B. Shipment)

**Risks Covered**

<p>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.</p>	<p><b>Risks Clause</b></p>
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**Exclusions**

<p>2. In no case shall this insurance cover</p> <p>2.1 loss, damage or expense attributable to willful misconduct of the Assured</p> <p>2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured</p> <p>2.3 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</p>	<p><b>General Exclusion Clause</b></p>
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<p>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)</p> <p>2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured</p> <p>2.5 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against</p> <p>2.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>2.7 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.</p> <p>3.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.</p> <p>3.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p>	<p><b>Unseaworthiness and Unfitness Exclusion Clause</b></p>
<p>4. In no case shall this insurance cover loss damage or expense caused by</p> <p>4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p> <p>4.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat.</p> <p>4.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>5. In no case shall this insurance cover loss damage or expense</p> <p>5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.</p> <p>5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.</p> <p>5.3 caused by any terrorist or any person acting from a political motive.</p>	<p><b>War Exclusion Clause</b></p> <p><b>Strike Exclusion Clause</b></p>

**Duration**

<p>6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.</p>	<p><b>Transit Clause</b></p>
<p>7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.</p>	<p><b>Change of Voyage Clause</b></p>

**Claims**

<p>8. In order to recover under this insurance the Assured must have 8.1 an insurable interest in the subject matter insured at the time of loss.</p> <p>8.2 Subject to 8.1 above, the Assured 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.</p>	<p><b>Insurable Interest Clause</b></p>
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**Benefit of Insurance:**

<p>9. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p><b>Not to Inure Clause</b></p>
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**Minimising Losses**

<p>10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and</p> <p>10.2 to ensure that all rights against carriers are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading 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.</p> <p>11. Measures taken by the Assured or the Underwriters with the object of saving protecting or recovering the subject matter insured shall</p>	<p><b>Duty of Assured Clause Waiver Clause</b></p>
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not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	
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**Avoidance of Delay**

12. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.	
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<b>Reasonable Dispatch Clause</b>
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**Sailing Warranty**

Warranted that the voyage shall commence within 7 days from the date of handing over of the cargo to the inland water carrier. If it does not so commence, the risk under the Policy shall cease on expiry of 7 days mentioned as above but shall reattach from the moment the vessel commences the voyage as stated in the Policy.	
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**Inland Transit (Inland Vessels) Clause 'B' (Basic Cover)**

(Applicable to all Teas carried in Rivers, Canals or other smooth water, including any land transit incidental thereto, including F.O.B. Shipment)

**Risks Covered**

1.	<p>This insurance covers except as provided in clause nos.2, 3, 4 and 5 below loss of or damage to the subject matter insured reasonably attributable</p> <p>1.1 fire or explosion</p> <p>1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.3 overturning collision or derailment of land conveyance (where policy is subject to Warehouse to Warehouse Clause to be attached)</p> <p>1.4 collision or contract of vessel craft or conveyance with any external object other than water</p> <p>1.5 discharge of cargo at a port of distress.</p>	<b>Risks Clause</b>
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**Exclusions**

2.	<p>In no case shall this insurance cover</p> <p>2.1 loss, damage or expense attributable to willful misconduct of the Assured</p> <p>2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured</p> <p>2.3 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)</p> <p>2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured</p> <p>2.5 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against</p> <p>2.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>2.7 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.</p>	<b>General Exclusion Clause</b>
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3.	<p>3.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.</p> <p>3.3.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p>	<b>Unseaworthiness and Unfitness Exclusion Clause</b>
4.	<p>In no case shall this insurance cover loss damage or expense caused by</p> <p>4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p> <p>4.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat.</p> <p>4.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>	<b>War Exclusion Clause</b>
5.	<p>In no case shall this insurance cover loss damage or expense</p> <p>5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.</p> <p>5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.</p> <p>5.3 caused by any terrorist or any person acting from a political motive.</p>	<b>Strike Exclusion Clause</b>

**Duration**

6.	<p>The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.</p>	<b>Transit Clause</b>
7.	<p>Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.</p>	<b>Change of Voyage Clause</b>

### Claims

8.	<p>8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.</p> <p>8.2 Subject to 8.1 above, the Assured 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.</p>	<b>Insurable Interest Clause</b>
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### Benefit of Insurance:

9.	This insurance shall not inure to the benefit of the carrier or other bailee.	<b>Not to Inure Clause</b>
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### Minimising Losses

10.	<p>It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and</p> <p>10.2 to ensure that all rights against carriers are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading 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.</p>	<b>Duty of Assured Clause</b>
11.	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 waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	<b>Waiver Clause</b>

### Avoidance of Delay

12.	It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.	<b>Reasonable Dispatch Clause</b>
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### Sailing Warranty

Warranted that the voyage shall commence within 7 days from the date of handing over of the cargo to the inland water carrier. If it does not so commence, the risk under the Policy shall cease on expiry of 7 days mentioned as above but shall reattach from the moment the vessel commences the voyage as stated in the Policy.	
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#### **Arbitration:**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### **Information on claims**

In case of claims please contact:

The Future Generali India Insurance Company Limited

Address: Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg,  
Vikhroli (West), Mumbai – 400083

CIN: U66030MH2006PLC165287

E-mail: [www.futuregenerali.in](http://www.futuregenerali.in)

Customer Service: 1800-220-233 | 1860-500-3333 | 022-67837800.

#### **Grievances**

##### **Redressal of Grievance**

In case of any grievance the insured person may contact the company through

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

#### **STATUTORY NOTICE: “INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION”**

\*\*\*\*\*END\*\*\*\*\*

# GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

## What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

**We are always here for your help. You may use any of the following channels to reach us-**

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	<a href="#">Click here</a> to know more	Write to us at <a href="mailto:fgcare@futuregenerali.in">fgcare@futuregenerali.in</a>	<a href="#">Click here</a> to know your nearest branch.	<a href="#">Click here</a> to raise a complaint

## By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

## How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in)
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

**Future Generali India Insurance Company Ltd.**

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,  
Off Eastern Express Highway Behind TCS, Thane West – 400607

# GRIEVANCE REDRESSAL PROCEDURE

## What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

## Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel ([care.assure@futuregenerali.in](mailto:care.assure@futuregenerali.in)) as complaints for faster attention or speedy disposal of grievance, if any.

## Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

**Click here** to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

**Click here** to access the list of insurance ombudsman offices.