

FREIGHT FORWARDERS LIABILITY INSURANCE POLICY
 For any assistance please call 1800 266 4545, please save the number for your reference
FOR RENEWALS: Visit www.zurichkotak.com Call 1800 266 4545

Policy Schedule

| | | |
|---|-------------------|----------------------------|
| Policy No: | Issued At: | Issuance Date: |
| Address of Issuing Office: | | |
| Policy Category: New / Renewal | | Previous Policy No: |
| Name of the Insured/Policy holder: | | |
| Principal Address: | | |
| Contact Details of Insured/Policy Holder: Mobile No. | | Email id: |
| GSTIN (If applicable): | | |
| Hypothecation: | | |
| Period of Insurance: From dd/mm/yyyy to dd/mm/yyyy, both days inclusive, local standard time for Assured. | | |
| Type: Freight Forwarders Liability including Warehousing, Errors and Omissions/ Containers, Trailers and Equipment Insurance. | | |
| <p>Assured: XXXXXX Co Ltd, doing business as XXXXXX & its affiliated, subsidiary and associated companies and/or corporations or other business organisation as to which XXXXXX shall own a majority interest and/or shall exercise or have the right to exercise control of the conduct of the business thereof, as now exist or may hereafter be constituted or acquired including their interests as may appear in partnerships or joint ventures &/or associated and/or their interests in affiliated and/or interrelated and/or subsidiary/part subsidiary and/or associated companies and/or corporations and/or as agents as they now are or may hereafter be created and/or constituted, as their respective rights and interests may appear, hereinafter known as the Assured.</p> <p>This insurance shall not include the Assured's interests in countries which have restrictive legislation or regulations that preclude the effecting of insurance other than within the country. In respect of such countries, this Policy will insure the local subsidiary or associated company to the greatest extent permissible in terms of the local legislation of that country. Thereafter, this policy shall indemnify the Assured, for their interest in the local subsidiary or associated company.</p> <p>No cover is provided for the Assured's operations in xxx, xxxx, xxxxx.</p> | | |

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| <p>Occupation: Freight Forwarders, Logistic Providers (including but not limited to 3PL; 4PL; Inventory Management; Supply Chain Management; Pick & Pack; Assembly, Project Cargo) NVOCC, Indirect/Direct Air Carrier, Customs Broker, Road Haulage Operator, Rail Carrier, Parcel Carrier, Courier Service, Air & Vessel Charterers, Stevedores (sub-contracted), Warehouse Operator including Reverse Logistics and Disposal Services, Relocation Services, Archive Storage, Data Record Management, Ship Agents, Procurement Services, Transport, Base Operation Support Services the Operations of the Assured and or allied occupations</p> |
| <p>Interest: <u>Section 1</u> - Freight Liability, Warehousing, <u>Section 2</u> - Errors and Omissions. <u>Section 3</u> - Containers, Trailers and Equipment.</p> |
| <p>LIMIT (all limits are interchangeable with INR/USD/EUR)</p> |
| <p>Policy limit:</p> <p>INR XXXXXX any one loss or series of losses arising out of one event</p> <p><u>Section 1</u> - Freight Liability, Warehousing including Motor Truck Cargo INR XXXXXX any one loss or series of losses arising out of one event. In respect of losses identified during stock-taking Insurer's liability is limited to INR XXXX any one stock take.</p> <p><u>Section 2</u> - Errors and Omissions: INR xxxxxx any one loss and in the aggregate</p> <p><u>Section 3</u> - Containers, Trailers and Equipment: INR xxxxxx any one loss and in the Aggregate Or equivalent in other currencies.</p> |

Territorial Limits: Worldwide

Excess: INR xxxxx each and every loss

Premium Details:

| Basic Premium | Terrorism Premium | Taxable Value of Services | CGST@ XX% | SGST @XX% | UGST @ XX% | IGST@X X% | Total Amount |
|---------------|-------------------|---------------------------|-----------|-----------|------------|-----------|--------------|
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Intermediary Details:

| Intermediary Code | Intermediary Name | Intermediary Contact No | Intermediary email id |
|-------------------|-------------------|-------------------------|-----------------------|
| | | | |

Tax Details:

GST Registration No. _____ Category _____
 SAC Code _____ Description _____

Notifications to the Insurer:

Notifications of **Claims**, circumstances and other insured events to the **Insurer** under this Policy to be addressed to:

Name: Zurich Kotak General Insurance Company (India) Limited
 Address: 401, 4th floor, Silver Metropolis
 Jai Coach Compound, Off Western Express Highway,
 Goregaon (East), Mumbai, 400063
 India.

Disclaimer:

This Policy Schedule shall be read together with the Policy Wordings (which are also available on the Company website i.e. www.zurichkotak.com). Any word or expression to which a specific meaning has been assigned in any part of the policy or this schedule shall bear the same meaning wherever it may appear.

Authorisation:

< Location >, 10 September 2025
 On behalf of the Policyholder,

Authorized Representative

Authorized Representative

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller

Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

In Witness whereof this Policy has been signed for and behalf of <Insurer's Office Address> at Mumbai this XX day of <MONTH> of <YEAR>

For Zurich Kotak General Insurance Company (India) Limited,

Authorized Signatory

This document is digitally signed, hence counter signature / stamp is not required

POLICY WORDINGS

DEFINITIONS:

The following expressions shall have the meanings set out below wherever they appear:

ANY ONE LOSS:

The maximum amount the Insurer will pay for any loss or series of losses arising out of the same event.

ANY ONE LOSS AND IN THE AGGREGATE:

The maximum amount the Insurer will pay for all claims applicable to the period of insurance stated in the Schedule.

TERRORISM:

Any act including (but not limited to) the use of force or violence or the threat thereof, by any terrorist or any person acting from a political motive.

CONVEYANCE:

Any land, water or air conveyance, including connecting conveyance.

GOODS:

Goods the subject of a contract for carriage, handling, forwarding, storage or other the OCCUPATION for reward with the Assured

CONDITIONS:

Interest/ Subject Matter Insured:

SECTION 1- FREIGHT LIABILITY

This insurance covers the Assured for claims occurring during the policy period (unless stated otherwise) for the following in respect of the business activities described within OCCUPATION:

- A. Legal and or contractual liability for loss or destruction of, or damage to goods, including pallets, packing materials and the like or delay in delivery, howsoever caused during the period of insurance stated, under Common Law, contract, bailment, National or International Convention, or by Statute.

CONSEQUENTIAL LOSS

The Assureds' legal liability for indirect and/or consequential loss arising from the above and or delay in delivery. Including by way of example only and not by way of limitation the Assured's liability for indirect

loss, loss of profits, loss of time and/or other immaterial damage or loss in relation to the goods in accordance with the Assureds occupation.

- B. All and every additional costs and/or expense reasonably incurred by the Assured in consequence of or in order to prevent or minimise a loss or losses, which might be recoverable hereunder including by way of example but not limited to surveyor or loss adjuster and/or other expert's fees and fees and expenses of lawyers/solicitor's and/or other parties that they may engage in respect of investigation, assessment/ adjustment, settlement and defence costs. Always subject to the limit of liability insured hereunder. A sub-limit of INR xxxxx any one loss applies where such costs and/or expense have been incurred without Insurers prior agreement.
- C. Irrespective of the Assured 's liability hereunder this insurance is extended to cover the following costs and expense, in addition to any other amount recoverable under this insurance:

- (i) extra expenses reasonably incurred by the Assured for the removal and disposal of debris of goods or part thereof.
- (ii) Contamination of goods and/or vehicle and/or property used to carry and/or store goods by reason of damage thereto, including quarantine, fumigation and disinfection other than incurred in the normal course of business

but excluding absolutely any expenses incurred in consequence of or to prevent or mitigate pollution or contamination other than contamination of the goods, and carrying vehicle and place of store, or any threat or liability thereof

A sub-limit of INR xxxxx any one loss applies to (ii) where such costs and/or expense have been incurred without Insurers prior agreement.

- (iii) Reasonably and additionally incurred by the Assured solely as a result of the total failure of a consignee to collect or remove cargo at the place of delivery. Any claim amount agreed under this clause will exclude that which the Assured would have incurred in any event and/or in the normal course of business and will be subject to the deduction of any proceeds received from any sale of the cargo and/or any sums recoverable from other parties. A sub-limit of INR xxxxx any one loss applies where such costs and/or expense have been incurred without Insurers prior agreement.
- (iv) Additionally incurred by the Assured in sending to the correct destination any cargo that has been mis-delivered. Any indemnity under this clause will be calculated as follows:

The cost of the original mis-delivered transport (i.e. from the place of receipt by the Assured or their servants and/or agents to the mis-delivered destination);

The cost of transporting the mis-delivered cargo to the correct destination agreed under the original contract of service/carriage; Less any freight or other charges due to the Assured (whether paid or not) under the original contract of service/carriage.

Subject to the foregoing, if due to the demonstrable urgency of delivery the consignment has to be redelivered by an alternative mode of transport from that originally contracted, then any additional costs reasonably incurred will be indemnified by the insurers up to a maximum of INR xxxxx. A sub-limit of INR xxxxx any one loss applies where such costs and/or expense have been incurred without the Insurers prior agreement.

(v) Reasonably incurred by the Assured to complete the transit to the contracted place of delivery, as a result of insolvency of their sub- contractor. Excluded are any sub-contractors without a trading history with the Assured of at least five movements. A sub-limit of INR xxxxx applies any one sub-contractor.

(vi) In respect of expenses and/or costs reasonably incurred in unloading, storing and forwarding Goods to the original destination (or as reasonably requested otherwise by the customer) following a failure in the SOLAS Container Weight Verification Requirement (in consequence of the weight of a packed container not being verified or not correctly verified and provided the expenses and/or costs cannot be recovered from any other party, or any attempt to do so is considered to be uneconomic.

A sub-limit of INR xxxxx in the Aggregate applies.

Cover does not apply when the Assured or their agent/sub-contractor were responsible for carrying out the weight verification; in such cases claims will be dealt with under the Errors and Omissions section of this policy.

D. (i) Legal liability for loss of and/or damage to trailers and/or containers of whatsoever type in the care custody or control of the Assured or for which they are responsible under a contract for carriage or forwarding but excluding trailers/containers owned by or hired/leased/loaned to the Assured.

(ii) The Assureds legal liability for any demurrage or storage payable on any transport unit following an event covered under this insurance.

E. Community Transit System and Customs Liability

Liability to any customs, tax or excise authority and to customers in respect of any duties, taxes, agricultural levies, monetary compensatory amounts, claw-back, penalties and expenses which may become payable on goods as a result of any irregularity or infringement including but not limited to late collection and/or late delivery and/or seized and/or loss and/or damage to goods, whether in store or in the course of transit operations to or from one or more of the countries mentioned in the Territorial Limits. Furthermore, this insurance extends to cover any duties, taxes, agricultural levies, Monetary Compensatory Amounts, claw-back, penalties and expenses incidental to the demand which may become payable on goods as a result of late receipt and/or loss and/or destruction of and/or fraudulent transit documents.

Cover in respect of this sub-section is in respect of claims made against the Assured during the period of insurance.

F. Liability for cargo's proportion of general average contributions and/or salvage and sue and labour charges:-

- i) arising solely from the breach by the Assured of their contract of carriage with the customer, or
- ii) where the Assured is obliged, by agreement with the customer or otherwise to pay such proportion in respect of cargo, trailers and/or containers (excluding those owned, hired or leased by the Assured).

The Insurer hereon shall at the request of the Assured sign and issue general average guarantees or salvage bonds for all groupage cargo shipped by the Assured and the Assured shall, as soon as possible thereafter, use their best endeavours to secure guarantees or bonds from each individual customer or their respective Marine Insurers.

Should the Assured or the Insurer fail to secure guarantees or bonds or the payment of any subsequent contribution or adjustments from individual customers or their respective marine insurers, the Insurer shall pay such sums accordingly.

The general average contribution on the goods values shall be as if they were insured for its full contributory value.

Where there is a retention by the Assured the Insurer agree to provide security on behalf of the Assured.

G. The Assured's interest or loss of interest and liability for goods whilst lawfully exercising a lien.

H. Waiver of Contract Conditions

In respect of any claim where in the opinion of the Insured an appeal to Contract Conditions limiting the Insured's liability would either cause a) undue hardship to the Insured's customer or b) harm to the Insured's commercial relation with their customer, the Insurer will pay such claim as if such Contract Conditions limiting or excluding the Insured's liability did not exist subject to:

- 1) The Insured consulting the Insurer before agreeing any commercial settlement with their customer, and
- 2) A limit of INR XXXXX for all such claims arising out of any one occurrence but maximum INR XXXXX any one policy period.

EXCLUSION - APPLICABLE TO SECTION 1 ONLY

In addition to the General Exclusions contained herein, the Insurer shall not be liable for:

- i) wear, tear, scratching, bruising, denting and claims for the cost of repainting,
or
- ii) moth, mildew, vermin, mechanical or electrical breakdown, or derangement,
or

iii) damage to tyres

unless consequent upon an accident

CONDITION APPLYING TO SECTION 1 ONLY

It is hereby noted and agreed that at the Assured's option customers are incorporated into this contract of insurance as a loss payee, for their respective rights and interest but only so far as any losses which may be recoverable under the terms, conditions and clauses of this contract of insurance.

Intermediary may confirm to the relevant party involved that they are incorporated hereunder as a Loss Payee, for their respective rights and interest but only so far as any losses which may be recoverable under the terms, conditions and clauses of this insurance.

SECTION 2 -ERRORS & OMISSIONS; LOSS OF DOCUMENTS/DATA

This insurance covers the Assured for the following in respect of the business activities described within OCCUPATION:

A. Errors and Omissions

Liability in respect of any claim for breach of professional duty by reason of any negligent:

- i) act and/or
- ii) error and/or
- iii) Omission

arising out of but not limited to misdirection of goods, failure to insure or failure to comply with specific instructions, faulty arrangements or clerical errors committed or alleged to have been committed by the Assured or any employee of the Assured, or their predecessors in the conduct of the Assured's occupation or a subcontractor/agent of the Assured.

Claims attach to this period where the claim is first made against the Assured during the period of this insurance.

If during any period of insurance the Assured become aware of and notify Insurers of circumstances which may result in a claim any resulting claim shall be dealt with as if it had been made against the Assured during such period of insurance.

For the purpose of this Insurance, the expression 'the Assured' shall include any partner thereof, if the Assured is a firm; and any executive officer or director thereof if the Assured is a corporation. It is noted and agreed that the indemnity provided herein shall not be restricted by the financial limits of liability incorporated into the Assured's trading conditions.

- (i) It is further agreed that Insurers will indemnify the Assured if the liability is incurred in or about the course of their business as stated in the schedule, for breach of warranty of authority where the Assured contracts on another person's behalf believing they have authority to do so.

- (ii) Indemnity is also provided for liability for demurrage costs I lease or hire costs incurred for third party vehicles or equipment due to negligent act of neglect error or omission on the part of the Assured.

B. Loss of Documents/Data

Without prejudice to any claim under Section 1. it is further agreed that the Assured is indemnified for the costs and expense incurred in replacing, restoring, or reconstituting any documents which become lost or damaged which are the property of the Assured or are in their care custody and control and for which the Assured are responsible. Sub-limited to INR xxxxxx each and every event.

The documents shall mean deeds, wills, agreements, records, written or printed books, letters, certificates or written printed documents and or forms of any nature whatsoever and shall include computer software and systems records (electronic data should be deemed to be physical property for the purpose of this policy) but excluding bearer bonds, coupons bank or currency notes or other negotiable instruments. Sub- limited to INR xxxxxx each and every event in respect of computer software and systems records.

C. EXCLUSION -APPLICABLE TO SECTION 2 ONLY

1. Other than as stated in Section 2.C.2 below, the Insurer shall not be liable for liability arising from the Assureds' activities as an Insurance Intermediary (if applicable) which, for such activities, the Assured should seek to have in place a specific policy to cover their Professional Indemnity as a result of their regulated activity as Insurance Intermediaries.
2. The Insurer will be liable for losses arising from the Assured's processing and use of any marine cargo/shipper's interest policy, or any underlying policy arranged thereto,
3. Insurers shall not be liable for any claim which would otherwise be recoverable under Section 1 (whether or not Section 1 is operative or any limit is exhausted).
4. Insurers shall not be liable for any claim in respect of damage to property other than goods (including but not limited to pollution) and any direct, indirect or consequential loss resulting therefrom.

SECTION 3 - CONTAINERS, TRAILERS AND EQUIPMENT

This insurance covers the Assured for the following:

Physical loss of or damage to and/or containers and/or trailers and/or semi- trailers and/or tilt-trailers and/or pallet containers and/or flats and/or similar interests of every description, the property of the Assured or held by them in trust or on commission or hired by or to or leased by or to or loaned by or to the Assured and/or for which the Assured are responsible whilst anywhere within the territorial limits stated, including

- A. The Institute War and Strikes Clauses Containers - Time 1/1/87 (CL.340)
- B. The Institute Cargo Clauses (A) 2009 shall apply to all marine risks to the extent that these clauses do not conflict with other provisions in Section 3.

- C. For the purpose of claims for General Average Contribution and Salvage Charges recoverable hereunder the subject matter insured shall be deemed to be insured for its full contributory value with any claims arising hereunder recoverable in full irrespective of any policy Excess or Deductible.

Where there is a retention by the Assured, the Insurer agree to provide security on behalf of the Assured.

- D. Continuing hiring charges for which the Assured is responsible under the lease or contract of hire but not exceeding the total value of the equipment lost or damaged.
- E. All and every additional cost and/or expense necessarily and reasonably incurred by the Assured in consequence of or in order to prevent or minimise a loss or losses which would be recoverable hereunder, including recovery and/or removal charges. A sub-limit of INR XXXXX any one loss applies where such costs and/or expense have been incurred without Insurers prior agreement.
- F. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (CL.370)
- G. Institute Cyber Attack Exclusion Clause 10/11/03 (CL.380)

EXCLUSIONS - APPLICABLE TO SECTION 3 ONLY

In addition to the General Exclusions contained herein, the Insurer shall not be liable for:

1. i) wear, tear, scratching, bruising, denting and claims for the cost of repainting,
or
ii) mechanical or electrical breakdown, or derangement,
or
iii) damage to tyres
unless consequent upon an accident

Basis of valuation for claims settlement -Applicable to Section 3 only

1. In respect of damage or partial loss, the reasonable cost of repairs not exceeding the insured value of the item of equipment or if there is no insured value, the market value or in the case of equipment on hire or lease to the Assured, the reasonable cost of repairs not exceeding the amount payable in accordance with the hire or lease agreement.
2. In respect of total loss, a sum not exceeding the insured value of the item of equipment or if there is no insured value, the market value or in the case of equipment on hire or lease to the Assured, the amount payable in accordance with the hire or lease agreement.

GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS

The Insurer shall not be liable for:

1. Any claim or loss resulting from any inability of the Assured to pay or collect accounts (other than accounts which they may be required to pay or collect on behalf of their principals).
2. Any claim resulting from the insolvency or financial default of the Assured.
3. Any liability, costs or expenses brought about or contributed to by any dishonest, fraudulent or criminal act or omission of the partners or owner directors of the Assured.
4. Loss, or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, except as provided for under Section 3A of this Policy.
5. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties or any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - iv) 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.
 - v) any chemical, biological, bio-chemical or electromagnetic weapon.
6. Any liability the Assured may incur in respect of the Assureds' interest in any ship or aircraft which arises out of its management, navigation or operation.
7. Any claim or loss resulting from the carriage of bank notes, cash, bullion, currency, cheques, bearer securities, unless the Assured is unaware that the load includes any of these goods. If the Assured is aware of the carriage of these goods prior agreement by the Insurer is required.
8. It is agreed that
 - i) subject only to clause ii) 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 program, malicious code, computer virus or process or any other electronic system

ii) 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 (i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile

9. Any claim in respect of death, injury, disease or illness of humans

10. Any loss or damage to goods whilst they are undergoing a repetitive process which alters the integrity of the goods.

11. Sanction Limitation and Exclusion Clause

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 or Switzerland.

12. Specified Territory Exclusion clause:

Notwithstanding anything to the contrary as mentioned herein, all specified territory exposure whether direct or indirect are excluded. The term specified territory exposure includes, but is not limited to, any activity, transaction, legal proceedings, operations, 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 any 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

Policy shall exclude, in compliance with Notice of cancellation, Institute War & Institute Strike/SRCC risks for all transit to/from/within Ukraine, Ukraine territorial waters, Russian Black Sea territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200kms of the Ukrainian border

13. HIGH RISK AREAS WARRANTY:

Notwithstanding anything to the contrary as mentioned in this policy, it is to be noted that War & Strikes cover (as provided in Institute War Clauses (Cargo) CL.385 (1.1.2009) & Institute Strikes Clauses (Cargo) CL.386 (1.1.2009)) in respect of transits to or from United Arab Emirates, Bahrain, Iraq, Kuwait, Oman, Qatar, Saudi Arabia, (to be read as High Risk Area - HRA) shall be excluded from scope of cover under this policy. Coverage for War & Strikes for shipment(s) to or from these

countries may be provided subject to prior approval from Insurer at additional premium rate of 0.025% + GST to cover War/SRCC coverage during vessel being in High Risk Area. Base premium rate to apply in addition to War & SRCC additional premium for each shipment.

14. 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. FIVE POWERS WAR CLAUSE :

Where any war risks coverage is provided by Insurer, 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

16. WAR AND STRIKES RISK TERMINATION CLAUSE

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this policy provides that war and strikes, riot and civil commotions risks (including terrorism) may be covered hereunder, then the cover afforded by this Insurance 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 covered hereunder, or current at the later of either the inception date or the most recent anniversary date of this Policy.

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. 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 intermediary under this section shall be deemed to satisfy any requirement of notice provided for anywhere in this Insurance agreement and shall override any inconsistent provisions as to notice within this Insurance agreement

17. 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

18. 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 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 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.

JX 2020-007

18/06/2020.

19. Communicable disease exclusion clause (JC2020-011)

1. 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.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 1.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020011

17 April 2020

20. Excluding any claim in respect of liquidated and/or punitive damages.

GENERAL TERMS & CONDITIONS – APPLICABLE TO ALL SECTIONS

1. The Insurer shall be entitled at their cost to take over and conduct in the name of the Assured the defence or settlement of any claim.
2. Nevertheless, the Assured shall not be required to contest any legal proceedings unless a Counsel or equivalent in other countries (to be mutually agreed upon by the Assured and the Insurer) shall advise that there are reasonable prospects of a successful defence being maintained by the Assured.
3. It is noted and agreed that for this Policy year, any reference in this Policy to "Aggregate" means as Aggregated within Policy Period being:
From ddmmyyy to ddmmyyyy both days inclusive, local standard time for the Assured.
4. Subject to all other Policy terms and conditions, it is noted and agreed that in the event that a claim occurs during a transit that overlaps this Policy Period and any other policy period and where the date of the occurrence cannot with reasonable inquiry be ascertained, then the Insurer under this Policy will indemnify the Assured in full.

The Assured will use all reasonable endeavours to co-operate and assist the Insurer in any claim for contribution against insurers of such other policy.

5. Excess
The Excess referred to herein shall be deducted from any one loss or claim or series of losses or claims arising out of one occurrence or stock-take.

The Insurer shall have no liability for losses or claims below the specified Excess.

6. False or Fraudulent Claims
If the Assured shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.

7. Subrogation

The Assured shall, at the request and at the expense of the Insurer, do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurer for the purposes of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon paying any claim arising under this Insurance, whether such acts and things shall be or become necessary or required before or after indemnification of the Assured or such other Claimant by Insurer.

8. If any identifiable division or subsidiary or additional insured party, whether or not being a registered company in its own right, shall commit any act error or omission rendering this policy void or voidable then this policy shall be void or voidable in respect of that division only as if a separate policy had been issued to that division, subsidiary or additional assured party.

9. Trading Conditions

It is hereby understood and agreed that the Assured may agree with customers and/or Principals to alter or extend the conditions of contract under which the Assured undertake business including by way of example only and not by way of limitation, increases in their monetary limit of liability, extensions or waivers of time limit for claims notification, contracting into International Convention, bespoke Customer Contracts and this Insurance extends to indemnify the Assured accordingly subject to the Insurer's liability not exceeding the limits stated in the schedule hereto.

It is further understood and agreed that this Policy extends to indemnify the Assured in respect of interchange agreements and/or conditions and/or agreements with various customers, but excluding absolutely liability in respect of loss of life and/or bodily injury.

Finally, it is understood and agreed that this Policy is deemed to embrace any and all such alterations and agreements declared to the Leading Insurer under previous policies and the Insurer hereon are deemed to have knowledge of same.

10. Automatic Acquisition Clause

This insurance provides automatic cover (including Difference in Conditions/Difference in Limits) on all operations and companies acquired, established or created by the Assured during the period of insurance, including joint ventures, subject to such new operation/company having:

- a) business activities similar to those of the Assured and
- b) an annual turnover not exceeding INR xxxxxx
- c) advice to the Insurer within 90 days of acquisition.

No additional premium payable during the period of insurance but additional turnover to be incorporated for adjustment purposes.

11. The Insurer agree to waive any rights of subrogation against any employee of the Assured , providing any claim has not arisen or been contributed to by any dishonest, criminal or malicious act or omission by the employee.

12. You are not covered for more than INR xxxxx any one event for claims in respect of cargo during storage caused by or arising from terrorism regardless of any other cause or occurrence contributing concurrently or in any other sequence .

In any claim where we allege that damage is covered by this policy only up to the amount specified above you must prove that such damage is covered beyond that amount.

13. 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 Insurer giving or receiving notice shall receive and retain pro-rata premium.

If any period of notice herein is prohibited or nullified by any law governing the construction of this clause, such period shall be deemed to be amended so as permitted by such law.

The inclusion of cover against War Risks may be cancelled by either party giving 7 days' notice.

The inclusion of cover against relevant Institute Strikes 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.

The Company may cancel the Policy on grounds of mis-representation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.

14. If the Assured's total liability arising out of Any One Loss exceeds the applicable policy limit, Insurers shall be liable for the full amount of any claim under the policy, up to but not exceeding the policy limit.

CLAIMS PROCEDURES:

In the event of a happening which has given rise to a claim (or serious event) which is known to result in a claim above the Excess under this Insurance the Assured shall give reasonable notice to the Insurer or their broker, and shall furnish full particulars thereof. Every letter, notice, writ, summons and process relating thereto shall be notified to and forwarded to the Insurer via the said Third Party Administrators, Brokers/Agents and/or Loss Adjusters immediately upon receipt.

Note: The policy form to be used shall be as per generic form as filed hereunder or other accepted market wordings for such risks with suitable changes in line with clients requirements and or reinsurance support. In case of coinsurance, leader's wordings will be the basis.

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.

Note: *The above Arbitration Clause is not applicable to retail / individual policyholders.*

GRIEVANCE:

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e-mail at care@zurichkotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@zurichkotak.com / chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: www.cioins.co.in/Ombudsman

Details of Insurance Ombudsman

| Office Details | Jurisdiction of Office Union Territory, District |
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| Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05 /06 Email: bimalokpal.ahmedabad@cioins.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu. |
| Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 | Karnataka. |

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| Email: bimalokpal.bengaluru@cioins.co.in | |
| Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in | Madhya Pradesh and Chattisgarh. |
| Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in | Orissa. |
| 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 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in | Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh. |
| Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in | Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry). |
| Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in | Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh. |
| Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. |
| Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry. |
| Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in | Rajasthan. |

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| <p>Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in</p> | <p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p> |
| <p>Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p> | <p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p> |
| <p>Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in</p> | <p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p> |
| <p>Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p> | <p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).</p> |
| <p>Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p> | <p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p> |
| <p>Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p> | <p>Bihar and Jharkhand.</p> |
| <p>Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p> | <p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p> |