

### Coverage:

This Policy covers the loss or damage of cargo / goods in ordinary course of transit between the points of origin and the final destination.

Marine insurance covers Movement of goods from one place to another:

- Within the country(Inland)
- From India to Country outside India(Export)
- From Country outside India to India(Import)

Risks (Proximate Cause)	Institute Cargo Clauses		
	A (All risk Cover)	B (Wider Cover)	C (Basic Cover)
Stranding , Grounding, Sinking or Capsizing	Yes	Yes	Yes
Overturning or Derailment of Land Conveyance	Yes	Yes	Yes
Collision of Ship or Craft with another Ship or Craft	Yes	Yes	Yes
Contact of Ship, Craft or Conveyance with anything other than Ship or Craft (excludes Water but not Ice)	Yes	Yes	Yes
Discharge of Cargo at Port of Distress	Yes	Yes	Yes
Loss overboard during Loading/Discharge (total loss only).	Yes	Yes	No
Fire or Explosion	Yes	Yes	Yes
Malicious Damage	Yes	No	No
Theft/ Pilferage	Yes	Yes	No
General Average Sacrifice	Yes	Yes	Yes
Jettison	Yes	Yes	Yes
Washing Overboard (deck cargo)	Yes	Yes	No
War Risks	No	No	No
Seawater entering Ship, Craft, Hold, Conveyance Container Lift Van or Place of Storage	Yes	Yes	No
River or Lake Water entering same	Yes	Yes	No

Goods (merchandise) dispatched by rail or road from any place in India to any place in India (not in conjunction with an overseas voyage) are subject to Inland Transit (Rail/Road) Clause A, B & C. The brief coverage is as under:

- a) Inland Transit (Rail/Road/Air) Clause – A (All Risks): Covers All Risks of loss or damage subject to exclusions
- b) Inland Transit (Rail/Road/Air) Clause – B (Basic Cover): Covers Physical loss or damage caused by:
  - (i) Fire, Lightning, Breakage of Bridges
  - (ii) Collision with or by the carrying vehicle, derailment or accidents of the like nature to the carrying railway wagon/vehicle.
- c) Inland Transit (Rail/ Road/Air) Clause – C: Covers Physical loss or damage caused by (i) fire (ii) Lightning.

Along with the Institute Cargo Clause and Inland Road and Vessel Transits, there are several Clauses which are attached to a Marine Policy. All the Clauses applicable to this Policy are listed below:

1. Institute Cargo Clauses (A) Cl.382. 1.1.2009
2. Institute Cargo Clauses (B) Cl.383. 1.1.2009
3. Institute Cargo Clauses (C) Cl. 384. 1.1.2009
4. Institute Cargo Clauses (AIR) (excluding sending by Post) Cl. 387. 1.1.2009
5. Institute War Clauses (Cargo) Cl.385. 1.1.2009
6. Institute Strikes Clauses (Cargo) Cl.386. 1.1.2009
7. Institute War Clauses (Air Cargo) (excluding sending by Post) Cl.388. 1.1.2009



8. Institute War Clauses (Sending by Post) Cl. 390. 1.1.2009
9. Institute Strikes Clauses (Air Cargo) Cl.389. 1.1.2009
10. Institute Classification Clause Cl.354 1.1.01
11. Institute Cyber Attack Exclusion Clause Cl.380 10.11.03
12. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons
13. Exclusion Clause Cl.370, 10.11.03
14. Cargo ISM Endorsement (JC 98/019 A 1.5.98)
15. Cargo ISM Forwarding Charges Clause
16. Termination of Transit Clause (Terrorism) JC2001/056 20.11.2001
17. Institute Standard Conditions for Cargo Contracts Cl.261, 1.4.82
18. Sanction Limitation and Exclusion Clause
19. Inland Transit (Rail/Road/Air) – Clause-A (All Risks)
20. Inland Transit (Rail or Road) – Clause B (Named Perils)
21. Strikes Riots and Civil Commotion Clause (Inland Transit (Including Air and Courier) not in conjunction with Ocean Going Voyage)
22. Institute Theft, Pilferage, Non-delivery Clause Cover
23. Institute Replacement Clause
24. Replacement Clause (Second Hand Machinery)
25. Label Clause
26. Pair and Set Clause
27. Important Notice
28. Duty Clause
29. Termination of transit clause (Terrorism)

**Details of each of the above clauses are as mentioned in the Policy Wordings.**

#### **Sum Insured:**

Sum insured is the total value of the goods in transit including freight, duty at actuals, taxes and any other port handling charges (Agreed value to the extent of 110% of invoice value).

This is the maximum amount which is payable in the event of a total loss of the insured cargo. The sum insured will comprise of the following:

**Cost of the goods as per the agreed value given in invoice and INCOTERM as per invoice**

#### **General Exclusions:**

- Wilful misconduct of the insured
- Ordinary and inevitable losses
- Improper packing
- Inherent vice
- Insolvency of ship-owner
- Delay
- Nuclear risks

#### **Who can avail this policy?**

- Manufacturer • Exporter / Importer • Merchant Trader / Dealer • Project contractors

### **Claims procedure**

**Intimation:** Insured can call 18602580000 /18604250000 or write to us at [care@royalsundaram.in](mailto:care@royalsundaram.in)

**Submission:** The Claim documents to be submitted by the insured are given below:

1. Claim form,
2. Goods / Lorry Receipt from transporter - original
3. Monetary Claim letter sent to Transporter - along with postal receipt / acknowledgement from transporter
4. Damage Certificate duly signed by consignee consignor, Transporter Packing List / Invoice / eway bill.
5. What are the preventive measures initiated to avoid recurrence?
6. Weigh Bridge Slip / documentary proof to establish compliance of Warranty
7. Letter of Subrogation
8. CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate etc.
9. FIR / Final Report /BL, BOE etc., based on nature of claim.
10. Any other document: There may be specific requirements depending upon the merits of each case.

**Process:** The company will assign a surveyor to assess and evaluate the loss. If the claim is found to be in order, as per the policy terms, conditions, or warranties, and does not fall under the policy exclusions, we will offer a settlement of the claim to the insured. The claim will be processed, and payment will be made by online fund transfer.

**Turn Around Time for claims settlement:** 15 working days from the date of receipt of survey report or last document/clarification from the Insured/Surveyor whichever is later.

### **Grievance Redressal Procedure:**

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

Website: <https://www.royalsundaram.in/customer-service>

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: [manager.care@royalsundaram.in](mailto:manager.care@royalsundaram.in)

Sr. Citizen can email us at: [seniorcitizengrievances@royalsundaram.in](mailto:seniorcitizengrievances@royalsundaram.in)

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097.

Insured 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 may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai – 600097.

For updated details of grievance officer, kindly refer the link <http://www.royalsundaram.in>.

If Insured is not satisfied with the redressal of grievance through above methods, the insured may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system

<https://bimabharosa.irdai.gov.in>.

## 2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <https://bimabharosa.irdai.gov.in/>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c. You can visit the portal <https://bimabharosa.irdai.gov.in/> for more details.

## 3. Insurance Ombudsman

If the **Insured** is not satisfied with the redressal of grievance through above methods, the **insured** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers are available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in). For the updated list of the offices of the Insurance Ombudsman, request you to visit the website of the Council for Insurance Ombudsman at <https://www.cioins.co.in/ombudsman> or on our company website at [www.royalsundaram.in](http://www.royalsundaram.in). You can also lodge online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at [www.cioins.co.in](http://www.cioins.co.in)

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### Section 41 in the Insurance Act, 1938

#### 41. Prohibition of rebates

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

**Note: In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.**