Introduction:

This is comprehensive and complete insurance that covers the entire journey of the cargo. One Stop Freight & Logistics Solutions insurance typically covers risks of physical loss or damage to cargo during transport, including issues like theft, damage during transit or handling, and loss due to misrouting or natural disasters.

Who can avail of "One Stop Freight & Logistics solutions"?

One Stop Freight & Logistics solutions can be availed by Individual or a company who are freight forwarders, Haulier, or a logistic company or a Road Transport Operator or Multi-modal transport operator, Non vessel operating common carrier, Customs Broker.

What is the coverage under the policy?

We will indemnify You against Your legal liability arising out of your Insured Business Activities carried out within the Territorial Limits during the Policy period.

There are additional covers which can be opted by the insured: -

1. Bailee liability
2. Packing liability
3. Loss of or damage to your property or the property of others
4. Equipment cover

What are the exclusions under the policy?

1. ACTIONS FROM RELATED COMPANIES / DIRECTORS AND OFFICERS

   Any Claim between the parties insured under this Policy. Any Claim made by an entity who controls, or is controlled, by a party insured under this Policy through a voting power of 10% or more, or by contract, or by common management. Any Claim by an entity which is part of a group of companies, one of which is insured under this Policy, having common ultimate ownership.

2. ASBESTOS

   Any Claim which is directly or indirectly caused by or attributable to asbestos.

3. CYBER ATTACK

   Any 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 or process or any other electronic system.

4. CONSEQUENTIAL OR OTHER SIMILAR INDIRECT LOSS

   Any loss of market, loss of profits, delay or any consequential loss of any nature.

5. DELAY AND WRONGFUL DELIVERY

   Any delay in delivery or wrongful delivery unless such delay in or wrongful delivery was fortuitous.

6. ELECTRONIC DATA

   Any liability for the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data; or any error in creating, amending, entering, deleting or using Electronic Data; or the total or partial inability or failure to receive, send, access or use Electronic Data.

7. FEES, CHARGES, TARIFFS OR DEBTS

   Any dispute involving your fees, charges or tariffs, including but not limited to, any Claim against You for holding back, refusing or delaying the release or delivery of a shipment, documents, transportation equipment, money or any other property because of an existing dispute involving your fees, charges or tariffs, or the non-payment or late payment of your debts.

8. FIDUCIARY FUNDS

   Any inability or intentional failure on your part, or on the part of your agents or representatives, to pay or collect monies, or any Claim arising from the administration of funds held in a fiduciary capacity by You, your agents or representatives. This includes, but is not limited to, Claims where duty and/or freight monies are collected but not paid to customs, freight carriers or any other party.

9. HAZARDOUS MATERIALS, POLLUTION AND CONTAMINATION

   Any actual, alleged or threatened environmental damage, pollution, or contamination of any kind whatsoever and howsoever caused, including but not limited to, Claims arising out of accidental, sudden or gradual, foreseeable or unforeseeable, intentional or unintentional occurrences. Any error or omission involving the documentation of all or part of a shipment of Hazardous, dangerous, poisonous, infectious, nuclear, or radioactive Cargo and any failure to provide or make available in any way "emergency response information" or similar emergency procedures, with regard to such Cargo at any stage of transit, storage or handling. Any failure to properly label, mark or designate any shipment or part thereof where the shipment involves Hazardous, dangerous, poisonous, radioactive or nuclear materials, goods, or commodities and any failure to follow or advise any party of any applicable governmental regulations or procedures regarding any activity involving such materials, goods, or commodities. This Policy shall not cover any loss, expense, fine or penalty arising out of any governmental action, requirement or request that You test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any materials, goods or commodities excluded from coverage under this Policy.

10. HOLD HARMLESS

    Any agreement by You to hold harmless, indemnify, or contribute to the actual or potential liability of another.

11. INHERENT VICE

    Any inherent vice, corrosion, decay, fungus, mildew, mould, rot, rust, or any quality, fault or weakness in the property which caused Damage to, or otherwise resulted in the loss or destruction of the property.

12. INJURY TO PERSONS

    Any bodily injury to persons, including but not limited to: - (a) Illness; (b) Physical condition; (c) Mental anguish; (d) Emotional distress; (e) Disease; and (f) Death.

13. INSOLVENCY OF ANY COMPANY

    Any consequential or other similar indirect losses arising from the liquidation, insolvency or placing into receivership of any company.

14. INSURANCE ADVICE AND/OR ARRANGEMENTS

    Any provision of insurance advice or insurance arrangements, including but not limited to, your failure to arrange insurance on behalf of a Third Party when requested, or contractually obliged, to do so.

15. LABOUR DISPUTES, RIOTS, CIVIL COMMOTION AND TERRORISM

    Any labour disputes, strikers, locked-out workmen or persons taking part in labour disturbances, riots, or civil commotions; or terrorism or other act caused by a person acting with political or religious motive.

16. LOSS OF OR DAMAGE TO YOUR PROPERTY OR THE PROPERTY OF OTHERS

    Subject to any provisions contained in this Policy, any Loss of or Damage to property owned, occupied, leased or rented by you. Any Loss of or Damage to property belonging to a Third Party unless the property was in your

care, custody and/or control during the ordinary course of carriage by sea, air, road or rail, performed under your Contract Conditions and/or Bill of Lading

17. MYSTERIOUS DISAPPEARANCE

    Any Loss arising from the mysterious disappearance or any unexplained Loss or any shortage discovered upon taking inventory, regardless of when or how the Loss is discovered.

18. PERFORMANCE CONTRACTS

    Any assumption of responsibility to your customer for an agreed deadline for the delivery and/or release of Cargo, or any performance contract, oral or written.

19. PERSONAL INJURY AND INFRINGEMENT OF RIGHTS

    Any personal injury and/or infringement of rights, including but not limited to: -

    a. False arrest, imprisonment or detention of goods and/or persons;

    b. Libel, slander or defamation;

    c. Discrimination and/or harassment;

    d. Trespass, wrongful entry upon premises, eviction or invasion of any right of privacy; (e) Malicious prosecution;

    e. Advertising offences, infringement of copyright, title, slogan, patent, trade dress, tradename, service mark, service number or trademark;

    f. Plagiarism, piracy or misappropriation of an idea or intellectual property;

    g. Unfair competition, restraint of trade, including but not limited to, disparagement of goods or services of another; or

    h. Boycotts and/or restrictive trade agreements

20. PROPERTY UNDER PROCESS

    Any damage to property insured under this Policy which may be sustained whilst the property is in use, being worked upon and/or repaired.

21. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION

    This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from: -

    1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

    2. the radioactive, toxic, explosive or other Hazardous or contaminating properties of anynuclear installation, reactor or other nuclear assembly or nuclear component thereof

    3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

    4. the radioactive, toxic, explosive or other Hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or any chemical, biological, bio- chemical, or electromagnetic weapon.

22. TAXES, FINES, PENALTIES AND LIQUIDATED DAMAGES

    Any fines, penalties, liquidated damages or taxes assessed directly against You in relation to the violation of any law or regulation (proven or otherwise) by the government of any country or any of its administrative or regulatory agencies.

This exclusion does not apply to Claims brought against You in relation to customs duty, sales tax, value added tax or similar fiscal charges imposed by an importer or exporter for which the importer or exporter holds You responsible for an otherwise covered activity.

23. TRANSPORTATION EQUIPMENT

    Any chartering, ownership, leasing, management, maintenance, operation or use of: -

    (a) watercraft, motor vehicles, aircraft or any kind of Conveyance; or

    (b) containers, drums, tanks, equipment or device used to transport, hold or contain any goods or commodities.

24. UNFAIR OR DECEPTIVE TRADE PRACTICES

    Any loss arising from unfair or deceptive trade practices or any unfair or deceptive Claims practices whether prohibited by the law of any state, province, country, or by international laws, custom or usage.

    Any fine or penalty imposed by law, statute, rule, regulation or government authority. However, We may defend proceedings relating to such fines or penalties if You are also seeking in the proceedings relief or compensation for a loss covered by this Policy.

25. VALUABLE CARGO

    Any loss, damage or liability for bullion, banknotes, cash, bonds, cheques, securities, negotiable documents, credit or charge cards, deeds, manuscripts, coins, stamps, precious jewellery, precious stones, precious metals, plans, works of art, bloodstock, cigarettes, mobile or cellular phones, WAP and other portable telephone equipment and/or accessories, microchips and semiconductors.

26. VOLUNTARY PARTING WITH TITLE OR POSSESSION

    Any Claim arising from the voluntary parting with title to, or possession of, any property through a fraudulent scheme, trick, or false pretense. This cover expressly excludes any liability arising due to involvement of Insured's employees/servants.

27. WAR AND SEIZURE

    Any damage or liability caused by or arising from: -

    a. war, civil war, invasion, act of foreign enemy, revolution, rebellion, insurrection or civil strife, military or usurped power, or hostilities by or against a belligerent power;

    b. the actual or attempted capture, seizure, arrest, restraint, detainment (piracy excepted), civil arrest, attachment or confiscation, and the resulting consequences; or c. derelict mines, torpedoes, bombs or other derelict weapons of war

28. WRONGFUL, WILFUL, KNOWING AND/OR INTENTIONAL CONDUCT

    Any wrongful, willful and/or intentional act or omission by You or your Employee. Wrongful, wilful and/or intentional act includes, but is not limited to: dishonest, criminal, intentional, deliberate, fraudulent or knowingly wrongful or malicious acts or omissions, recklessness or conversion.

Cancellation

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

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
   Sr. Citizen can email us at: 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.

   The insured may also approach the grievance cell at any of the company's branches with the details of the grievance. If the insured is not satisfied with the redressal of the grievance through one of the above methods, the 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 the grievance officer, kindly refer the link http://www.royalsundaram.in.

   If Insured is not satisfied with the redressal of the grievance through the above methods, the insured may also approach the office of Insurance Ombudsman of the respective area/region for redressal of the 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. 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 the above methods, the **Insured** may also approach the office of the Insurance Ombudsman of the respective area/region for redressal of grievance as per the Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of the grievance and financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction, and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in. For the updated list of the offices of the Insurance Ombudsman, we 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. You can also lodge an online complaint with the Council for Insurance Ombudsman through the website of the Council for Insurance Ombudsmen (CIO) at 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.