Ship Repairers' Liability Insurance Clauses

UIN: IRDAN125CP0007V01201213

1. Name of Insured
2. Location of Premises and/or Yard
3. Period: 12 Months From .....To ..... midnight
4. **Premium:**
   The minimum and deposit Premium shall be ..... subject to adjustment at expiry of the period of this insurance at % on gross charges of the Insured, such adjustment to be paid within 90-days.
5. **Gross Charges:**
   Gross Charges shall be defined as total charges (collected or uncollected) made by the Insured as ship repairers during the period of this insurance. No deduction shall be made from the Gross Charges in respect of any subcontracted work.
6. **Coverage:**
   Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall become liable to pay by reason of the legal liability of the Insured as ship repairers for:
   a. Loss of or damage to any vessel or craft which is in the care, custody or control of the Insured for the purpose of being worked upon, including shifting and moving within the limits of the port, at which the work is being carried out and including trial trips but not exceeding 12 nautical miles from such port.
   b. Loss of or damage to any other vessel or craft upon which the Insured is working, except Vessels or Craft at sea other than whilst on trial trips.
   c. Loss of or damage to cargo or other things on or discharged from any of the Vessels or Craft referred to in (a) or (b) above.
   d. Loss of or damage to machinery or equipment of any Vessel or Craft, whilst such machinery or equipment is removed from such Vessel or Craft and is in the care, custody or control of the Insured for the purpose of being worked upon, including whilst in transit between such Vessel and the specialist repairers' or manufacturers' premises.
   e. Removal of Wreck:
      Where such liability results from negligence of the Insured, his servants, agents or sub-contractors occurring during the period of this insurance.
7. **Limit of Liability:**
   The limit of liability under this insurance, in respect of any one accident or series of accidents arising out of one occurrence, shall be, including liability for costs and expenses which are either:
   (a) incurred with the written consent of the Underwriters hereon, or
   (b) awarded against the Insured.
8. **Deductible:**
   This insurance shall only pay the excess of Rupees..... in respect of the Insureds' ultimate net loss resulting from any one accident or series of accidents arising out of one occurrence.

EXCLUSIONS

Notwithstanding anything contained herein to the contrary, this insurance shall not cover any liability:

i. for Death or Personal Injury or any claim arising directly or indirectly under Workmen's Compensation or Employers' Liability Acts or any other statutory or Common Law Liability in respect of loss of life, bodily injury to or illness of any workman or other person employed in any capacity whatsoever by the Insured, his agents or sub-contractors when such loss of life, bodily injury or illness arises out of or in the course of the employment of such workman or other person;

ii. in respect of property
   (a) Owned by, used by or leased to the Insured;
   (b) in the care, custody or control of the Insured [other than property referred to in Clause 6 (a), (c) or (d) above] ;

iii. being Collision Liability, Tower's liability or liability arising out of the navigation of any Vessel or Craft owned or operated by the Insured or any affiliated or subsidiary concern or party;

iv. in respect of or arising in connection with any Vessel or Craft accepted by the Insured solely to be stored;

v. in respect of or arising in connection with an oil tank Vessel or Craft or any Vessel or Craft previously engaged in carrying explosives or inflammable liquids or gases or arising in connection with work;
   (a) on or near any fuel tank or pipeline of an oil burning Vessel or Craft.
   (b) on or near any bunker space of any coal burning Vessel or Craft.
   unless the rules, regulations and requirements of the port or governmental authorities at the place where the work is being carried out have been complied with. Should a gas free certificate not be required by the port or governmental authorities then such a certificate must be obtained from a chemist approved by Lloyd's Agent prior to the commencement of work;

vi. in respect of or arising in connection with any new Vessel or Craft being built by the Insured.

vii. for payment under penalty clauses, detention, demurrage, loss of time, loss of freight, loss of charter, loss of market or any other consequential loss whatsoever, in respect of property referred to in Clause 6 above;

viii. arising from the existence, maintenance or use of :
   a. any licensed truck, automobile or other mechanically propelled vehicle;
   b. any unlicensed truck, automobile or other mechanically propelled vehicle outside the premises or yard of the Insured;

ix. in respect of loss or damage specified in Clause 6 above unless discovered and reported in writing to Underwriters within ninety days of the delivery to Owners or within 6 months after the work is completed by the Insured, whichever may first occur;

x. (a) condemnation or rejection of any part by reason of faulty design.
   (b) any loss or expense arising from such condemnation or rejection;
   (c) the cost or expense of repairing, modifying or replacing any part (or for any loss or expense arising there from) by reason of faulty design.

xi. arising from any strike, lockout, labour disturbance, riot, civil commotion or act of any person taking part in any such occurrence or from any act of any person acting maliciously;

xii. directly or indirectly occasioned by, happening through or in consequence of :
   a. War, civil war, revolution, rebellion, insurrection or civil strife arising there from or any hostile act by or against a belligerent power.
   b. Capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the

consequences thereof or any attempt thereat.

c. derelict mines, torpedoes, bombs or other derelict weapons of war.

d. destruction of or damage to property by or under the order of anygovernment or public or local authority.

xiii. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

xiv. assumed under contract or otherwise in extension of the liability Imposed upon the Insured by law in the absence of contract.

xv. For punitive and exemplary damages however described.

GENERAL CONDITIONS:

Inspection of Books: The Insured shall keep a complete and accurate record of all gross charges for operations covered hereunder and shall make these records available to Underwriters upon request.

Notice of Claim: In the event of any occurrence which may result in a claim under this insurance the Insured shall give prompt written notice to the Underwriters hereon, shall forward every summons or process (or copies thereof) served upon the Insured and shall keep Underwriters fully advised.

Claim Control: Underwriters shall at any time be entitled (but not obliged) to control or take over the conduct of the investigation defence and settlement of any claim suit or proceeding against the Insured which is or is likely to be the subject of indemnity under this insurance.

In the event of this insurance being one layer or a series of layers of insurance and more than one layer being likely to be involved in a particular occurrence, the Insured shall endeavour to obtain the agreement of the insurers of each affected layer as to the manner in which such control or taking over shall be effected and the costs, charges and expenses incurred borne.

Subrogation: In the event of any claim or loss being paid under this insurance, Underwriters shall be subrogated to all rights and remedies of the Insured. The Insured shall not admit liability nor give any waiver of subrogation without the express permission of Underwriters.

Reconstruction or Conversion: It is a condition of this insurance that before work commences involving the reconstruction or conversion of any Vessel or Craft which entails a change in dimension, tonnage or type, the Insured must advise Underwriters and the coverage hereon in respect of such Vessel or Craft shall depend on the payment by the Insured of such Additional Premium as may be required by Underwriters.

Due Diligence: It is the duty of the Insured and his agents at all times to take such measures as may be reasonable for the purposes of averting or minimising a loss.

Assignment : It is agreed that no assignment of or interest in this insurance or in any moneys which may be or may become payable hereunder is to be binding on or recognised by Underwriters unless a dated notice of such assignment or interest signed by the Insured and by the assign or in the case of subsequent assignment, is endorsed on this insuranceand the insurance with such endorsement is produced before payment of any claim or return of premium hereunder; but nothing in this condition is to have effect as an agreementby Underwriters to a sale or transfer to a new management.

Other Insurances: In the event of an occurrence giving rise to a claim which is or but for the existence of this insurance would be covered under any other indemnity or insurance inuring to the benefit of the Insured, the insurance afforded by this Policy shall be in excess of the amount which would be recoverable under such other indemnity or insurance had this insurance not been effected, but only to the extent that the excess amount is covered by this insurance.

Law & Practice: This Policy is subject to Indian law and practice.

PERSONAL INJURY ENDORSEMENT

In consideration of an Additional Premium of this insurance shall be extended to include legal liability of the Insured for death or personal injury occurring in the course of and arising from the ship repairing operations of the Insured, but in no event shall this endorsement provide cover, for any claim arising directly or indirectly under Workmen's Compensation or Employers Liability in respect of loss of life, bodily injury to or illness of any workman or other person employed in any capacity whatsoever by the Insured, his agents or sub-contractors when such loss of life, bodily injury or illness arises out of or in the course of the employment of such workman or other person.

Subject otherwise to all terms, clauses and conditions of this insurance.

OTHER WORK ENDORSEMENT

1. Subject to prior notification to and agreement of Underwriters, this insurance shall be extended to cover other repair operations which do not come within the scope of the ship repairing operations of the Insured. The gross charges in respect of such operations shall be declared to Underwriters and adjusted at a rate of.....
2. So far as concerns such other repair operations :
   a. The expressions Ship repairers' and 'Ship repairing' whenever used in this insurance, other than in Clause 5, shall be deemed to include other repair operations of the Insured;
   b. Clause 6(d) of this insurance shall be deemed to be substituted by the following :

   loss of or damage to property [other than that referred to in (a), (b) or (c) above] which is in the care, custody or control of the Insured for the purpose of being worked upon including whilst in transit to or from the premises of the Insured or whilst in transit to or from specialist repairers' or manufacturers' premises.

   Subject otherwise to all terms, clauses and conditions of this insurance.

CANCELLATION: In case of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the Insured, the Insurer reserve the right to cancel the Policy and is not obliged to refund the premium already paid under the policy.

The Company may also cancel the policy by giving 15 days notice in writing to the Insured for the cancellation of this Policy, in which case the Company shall retain the premium for the period this Policy has been in force at the pro rata scales:

The Insured may give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall retain the premium for the period this Policy has been in force at the short period scales:

CONTACT US

	Within India
Claim Intimation:	Contact us- 022 6158 2020/ 022 6234 6234 Reimbursement Claim intimation: Visit www.hdfcergo.com - > Help - > Claim registration
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-15th Floor, C - 25, Sector 62, Noida-201301

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.
If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in
You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.
Grievance may also be lodged at IRDAI Integrated Grievance Management System https://igms.irda.gov.in

ANNEXURE A

Ombudsman Details

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@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 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat 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 / 24333678 Email: oio.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 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.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.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.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: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,**	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	
KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
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: oio.noida@cioins.co.in	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.

PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
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.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."