HDFC ERGO General Insurance Company Limited

Policy Wordings

Charterer's Liability Insurance

Charterer's Liability Insurance

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PART 1

RISKS COVERED

The Assured should check the Policy to determine which sections of cover are in force under Part 1 and any special terms and conditions that may apply.

In consideration of the payment of premium Underwriters agree to indemnify the Assured against the following legal liabilities and expenses incurred by the Assured and arising out of an event which first commences during the Period of Cover subject to the terms of the Policy.

1.A LIABILITY IN RESPECT OF HULL

1.A.1 Ship Damage

Legal liability to the Owner for physical loss of or physical damage to the Insured Ship.

1.A.2 Hire & Demurrage

Legal liability to the Owner for hire, demurrage or damages for loss of use (including detention) in relation to any period or periods in which the Insured Ship cannot trade arising directly from physical loss or physical damage covered under clause 1.A.1 - Ship Damage.

1.B LIABILITY TO CARGO

1.B.1 Cargo Loss or Damage Legal liability for physical loss of or physical damage to or shortage of cargo and other responsibility in respect of cargo arising from a breach of a contract of carriage by the Assured (or any person for whose act, neglect or default the Assured may be legally liable) or arising under a Charter party. Coverage is given only in respect of cargo In Transit arising in connection with a Charter party, bill of lading or other document evidencing a contract of carriage.

1.B.2 Hire & Demurrage

Legal liability to the Owner for hire, demurrage or damages for loss of use (including detention) in relation to any period or periods in which the Insured Ship cannot trade arising directly from physical loss or physical damage referred to in clause 1.B.1 - Cargo Loss or Damage.

1.B.3 Disposal of Cargo

Legal liabilities and reasonable expenses incurred at the port of discharge or the place where the voyage is abandoned in connection with necessarily discharging or disposing of damaged cargo or the failure of the person entitled to delivery of the cargo to collect or remove it from the custody of the Owner or from the Insured Ship.

PROVIDED THAT Underwriters shall only be liable hereunder if and to the extent that

(a) The Assured has first exercised all rights of recourse available to him to recover sums falling within this clause 1.B.3 from any third party; and

(b) The expenses claimed hereunder are greater than any net proceeds of sale of the cargo actually received by the Assured; and

(c) The expenses claimed hereunder exceed those which would have been incurred by the Assured if the voyage, loading, discharge and all associated operations had proceeded as intended by the parties; and

(d) The damaged cargo is covered under clause 1.B.1 - Cargo Loss or Damage.

Recoveries under this clause 1.B - Liability to Cargo shall not be prejudiced by the unseaworthiness or unfitness of the Insured Ship provided that the Assured or his servants

were not aware of such unseaworthiness or unfitness before and at the commencement of the voyage.

1.C PROTECTION & INDEMNITY

1.C.1 Death Injury and Illness

Legal liability arising out of the death, personal injury or illness of any third party (including the crew of an Insured Ship) including hospital, medical, funeral and repatriation expenses arising out of such death, personal injury or illness. PROVIDED THAT such liability arises out of negligent acts or omissions on board an Insured Ship or directly in connection with loading cargo onto or discharging it from an Insured Ship.

1.C.2 Fixed or Movable Property

Legal liability arising out of physical loss of or physical damage (including the infringement of associated rights) to any fixed or movable property whether on or in water or on land arising in connection with an Insured Ship.

1.C.3 Collision

Legal liability arising out of a collision between an Insured Ship and any other vessel.

1.C.4 Pollution

Legal liability, costs and expenses arising out of the discharge or escape of any substance from an Insured Ship, including claims arising from measures taken in order to avoid or minimise pollution PROVIDED THAT there shall be no recovery under this clause in respect of costs or expenses incurred by the Assured pursuant to an order or direction given by a competent government or recognised authority if such liabilities and expenses are covered under any other insurance.

1.C.5 Wreck Removal

Legal liability arising out of and reasonable expenses relating to:

(a) Removing, raising, destroying, lighting or marking the Wreck of an Insured Ship or any attempt thereat,

(b) The involuntary shifting or presence of the Wreck of an Insured Ship or any part thereof, or as a result of the failure to remove, raise, destroy, light or mark it, including seepage and pollution of any substance but only to the extent covered by clause

PROVIDED THAT Underwriters shall only cover losses under this clause

if the Insured Ship becomes a Wreck during the Period of Cover, in which case Underwriters shall indemnify the Assured for losses under this clause 1.C.5 subject to all the terms of the Policy which occur up to four years after the Period of Cover ends.

1.C.6 Towage

Legal liability arising out of customary towage of an Insured Ship (but excluding the costs of the contracted service) meaning

(a) towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading; or

(b) towage of any Insured Ship which is habitually towed or pushed in the ordinary course of trading from port to port or place to place.

1.C.7 Fines

Legal liability to pay fines imposed directly upon the Assured (or any person whom the Assured is liable to reimburse) by any competent court, tribunal or governmental or regulatory authority in respect of an Insured Ship:

(a) For short delivery or over delivery of cargo or failure to comply with regulations relating to any declaration of goods or to documentation relating to the Insured Ship or her cargo, but only if and to the extent that the Assured is covered under 1.B - Liability to Cargo.

(b) In respect of pollution but only if and to the extent that the Assured is covered for Pollution Liabilities under clause 1.C.4 - Pollution.

(c) For any other act, neglect or default of any employee or agent of the Assured in the course of their duties in respect of the Insured Ship.

For the purposes of applying deductibles, fines relating to cargo will be added to cargo claims under sub-part 1.B - Liability to Cargo and fines relating to pollution will be added to pollution claims under clause 1.C.4 - Pollution.

1.C.8 Salvage and General Average

(a) Legal liability for Salvage, salvage charges, General Average and special charges for which the Assured is liable in respect of bunkers and/or freight at risk concerning the Insured Ship.

(b) Legal liability to the Owner in respect of Salvage, salvage charges, General Average and special charges arising out of physical loss or physical damage covered under clause 1.A.1 - Ship Damage.

1.C.9 Quarantine Expenses

Legal liabilities and extra expenses incurred as a direct consequence of an outbreak of an infectious disease on an Insured Ship, including quarantine and disinfection expenses and expenses incurred by the Assured (over and above those expenses which would have been incurred but for the outbreak) in respect of fuel, insurance, wages, stores, provisions and port charges.

1.C.10 Stowaways

Legal liability to the Owner under a Charterparty for fines and other expenses incurred by that Owner as a consequence of stowaways being or having been on board an Insured Ship, provided that

(a) the Owner has incurred such fines and expenses under legal liability;

(b) such expenses are not recoverable by the Assured from any third party;

(c) there shall be no recovery from Underwriters in respect of liabilities in excess of those the Assured has or would have incurred under the Stowaways Clause for Time Charters as contained in the Baltic and International Maritime Council Special Circular No. 5, dated 21 July 1993;
and

(d) Underwriters have given their prior written approval to cover stowaway liability on such terms as they may require.

1.C.11 Other Cargo

Legal liability arising out of physical loss of or physical damage to cargo In Transit carried

under a contract of carriage to which the Assured is not a party excluding liability for cargo owned by the Assured.

1.D EXPENSES

1.D.1 Mitigation Expenses

Expenses reasonably incurred by the Assured in seeking to avert or minimise liabilities or expenses which might be recoverable under the Policy subject to such expenses being incurred with Underwriters' prior written approval where reasonably practicable.

1.D.2 Costs

Costs incurred with Underwriters' prior written approval and for costs awarded against the Assured, in respect of claims which are covered under the Policy.

1.D.3 Inquiry Expenses

Expenses incurred by the Assured with Underwriters' prior written approval in respect of a formal Inquiry into facts and circumstances concerning liabilities which might be recoverable under the Policy.

PART 2

OVERRIDING CONDITIONS

The following Overriding Conditions contained in Parts 2 A and B apply to all Parts of the Policy

2.A GENERAL

2.A.1 Duty of Utmost Good Faith

(a) The Assured owes Underwriters a duty of utmost good faith. The Assured is under a duty to disclose all material circumstances to Underwriters before and at the time the Policy (or any amendment or endorsement made thereto) is agreed and throughout the Period of Cover. Any material non disclosure or misrepresentation may entitle Underwriters to avoid the Policy from inception.

(b) Any information given or representations made shall form the basis of the Policy and any materially inaccurate representation may entitle Underwriters to avoid the Policy from inception.

(c) Any breach of this clause by one joint Assured shall entitle Underwriters to avoid the Policy altogether as against all Assureds.

2.A.2 Joint Assureds

(a) Where cover is required for a number of Assureds, each Assured will be identified in the Policy. Cover will not be provided for liabilities or expenses incurred by associated or affiliated companies of the Assured, unless the Policy provides to the contrary.

(b) If there are joint Assureds, each Assured shall be jointly and severally liable to Underwriters for premium and other debts. Receipt by one Assured of any payment from Underwriters shall constitute payment to each Assured and shall fully discharge Underwriters from liability in respect of such payment.

(c) There shall be no recovery under this Policy in respect of claims between joint Assureds.

2.A.3 Assignment

No assignment of this Policy or any interest therein or any money which may be or become payable hereunder shall take place without the prior written agreement of Underwriters who

shall have the right in their absolute discretion to give or refuse such consent without reason and upon such terms as they think fit. Any purported assignment without such consent shall be null and void and shall not be binding upon or recognised by Underwriters.

2.A.4 Limit of Liability

The total liability of Underwriters under this Policy in respect of all claims or series of claims arising out of any one event including any costs, fees and expenses shall in no circumstances exceed the amount stated in the Policy. This limit shall apply to all claims, costs, fees and expenses arising out of the event whether they are made by one or by more than one Assured.

2.A.5 Several Liability of Underwriters

If there is more than one underwriter subscribing to this Policy each Underwriter's obligations to the Assured shall be several and not joint and shall be limited solely to the extent of their individual subscriptions. The subscribing Underwriters shall not be responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

2.A.6 Double Insurance

Underwriters shall only be liable to the extent that any other valid insurance would not cover any claim had this Policy not been issued.

2.A.7 Termination

1. The Company reserves the right to cancel the policy on the grounds of misrepresentation/ fraud /Non- disclosure or non co-operation of the insured and in such an eventuality no premium shall be refunded.
2. The Company also reserves the right to cancel the Policy by giving at least 15 days notice to the insured and shall refund the premium on a pro rata basis.
3. Insured can also cancel the policy by giving 15 days notice to the company and in that eventuality; the company shall refund the premium on short scale basis.

2.A.8 Approved Charter parties

(a) Except as otherwise provided cover under this insurance is only in respect of forms of charter party approved by Underwriters. Underwriters shall approve the terms of a specimen charter party and rider clauses for each form listed. Recoveries under this insurance shall not exceed those sums to which the Assured would have been entitled had the Insured Ship been chartered on terms not materially different to those of an approved specimen unless Underwriters give their prior written approval to such other terms

(b) The Assured shall exercise due diligence to ensure that any Charter party shall contain terms that the Insured Ship

(a) shall throughout the Period of Cover remain:

- fully insured against Owners' P&I Risks with a P&I Club which is a Member of the international Group or other P&I insurer approved by Underwriters; and
- fully insured against hull and machinery risks; and
- classed with an I.A.C.S. Classification Society.

If the Assured is unable to negotiate the inclusion of any of these terms into a charter

party cover under this insurance shall be subject to the prior written agreement of Underwriters upon such amended terms as they may require.

2.A.9 Carriage of Cargo

Cover under this insurance is only in respect of cargoes listed as Approved Cargoes in the Policy. The Assured shall exercise due diligence so far as it is within The Assured's control to ensure that cargo:

(a) conforms in type, quality and quantity to that permitted in the Charterparty; and

(b) is carried and stowed with the approval and consent of the Owner and/ or Master of the Insured Ship; and

(c) is carried and stowed in conformity with all relevant international, national and local conventions and regulations.

2.A.10 Declaring Vessels

(a) This insurance shall only cover the Assured in respect of vessels which have been declared to Underwriters in accordance with the Policy or within 72 hours of the date on which a legally binding Charterparty is agreed.

(b) In respect of an Open Cover the Assured undertakes to declare and Underwriters undertake to insure all vessels chartered in accordance with the terms of the Policy.

(c) Cover hereunder shall commence from the date on which the Assured's legal liabilities start to arise pursuant to the Charterparty and in connection with an Insured Ship declared to Underwriters in accordance with the terms of the Policy.

2.A.11 Premium

(a) The Assured shall pay the premium or the proportion thereof due in accordance with the Policy. Failing this Underwriters shall be under no liability to the Assured in respect of the period of Cover for which premium has not been paid.

(b) Premium shall be payable from the date on which the Insured Ship is delivered to the Assured pursuant to the terms of a time charter, or from the date on which notice of readiness is validly tendered in the case of a voyage charter or similar contract of affreightment. In the event that a claim arises prior to delivery of the Insured Ship or tender of notice of readiness, any minimum premium set out in the Policy shall automatically become due and payable.

(c) The premium shall be charged and return premium (where applicable) refunded on the basis of whole days on risk commencing at midnight Local Standard Time. Any part of a day on risk shall count as a whole day both for charging and returning premium.

2.A.12 U.S.A. Oil Pollution Disclaimer

This Policy is not evidence of financial responsibility under the United States of America Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this Policy by the Assured as evidence of insurance shall not be taken as any indication that Underwriters consent to act as guarantors or to be sued directly in any jurisdiction whatsoever. Underwriters do not consent to be guarantors or to be sued directly.

2.A.13 Law and Jurisdiction

This Policy shall be governed by the laws of India and the Courts of India shall have jurisdiction in any dispute arising hereunder.

2.B CLAIMS AND RECOVERIES

2.B.1 Notification of claims etc.

(a) The Assured must notify Underwriters immediately the Assured learns of any incident or event which may give rise to a claim under the Policy.

(b) The Assured must keep Underwriters fully informed of all matters relating to the claim or any potential claim and promptly forward copies of all relevant correspondence, legal processes and other documents to Underwriters and anyone acting on their behalf and give such access to witnesses, assistance and information as they may from time to time require.

2.B.2 Duty to Mitigate

The Assured must do everything reasonably necessary to avert or minimise any liability or expense which would be recoverable under this Policy and take all necessary steps to preserve any rights of recourse or other remedies which the Assured or Underwriters may have directly or indirectly against any third party.

2.B.3 Admissions, Settlements and Waivers

In relation to liabilities or potential liabilities which may lead to a claim under this Policy the Assured shall not:

(a) admit liability; or

(b) settle any claim or part thereof; or

(c) waive any rights without Underwriters' prior written approval.

2.B.4 Handling the Claim

(a) Subject to 2.B.6 - No Waiver of Underwriters' Rights, Underwriters may at their absolute discretion assume the conduct of any claim against the Assured which may be recoverable under the Policy in the Assured's name or otherwise at any time whether or not Underwriters are subrogated to the rights of the Assured and may defend, litigate, mediate, settle or otherwise dispose of such claim as Underwriters see fit.

(b) If the Assured does not dispose of the claim in the manner required by Underwriters, any eventual recovery by the Assured from Underwriters under the Policy in respect of such claim shall be limited to the amount the Assured would have recovered had the Assured complied with Underwriters' requirements.

(c) If Underwriters have paid a claim under the Policy, they shall be subrogated to the Assured's rights and remedies.

(d) Underwriters shall have the right to appoint lawyers, surveyors, inquiry agents and/ or adjusters to investigate and/or handle the claim on behalf of the Assured at Underwriters' expense subject to 2.B.6- No Waiver of Underwriters' Rights.

(e) If a recovery is made from a third party in respect of claims which may be or have been paid wholly or in part under the Policy, the costs of pursuing the recovery shall first be deducted from the recovery proceeds and repaid to the party who paid such costs in the first place. The balance shall then as between the Assured and Underwriters be distributed as follows:

(i) The Assured receives any sum he has paid or lost in respect of which the recovery

has been made in excess of the deductible (if applicable) and in excess of all amounts recovered and recoverable under this Policy; then

(ii) After payment of the amounts referred to in sub-clause 2.B.4(e)(I) Underwriters receive all sums they have paid in respect of the loss which is the subject of the recovery; then

(iii) After payment of the amounts referred to in sub-clause 2.B.4(e) (I) and (ii) the Assured receives any balance

2.B.5 Security

Underwriters are not obliged to provide guarantees, letters of undertaking, bonds or any other security (either directly or indirectly) in respect of any claim; however Underwriters may do so at their absolute discretion subject to

2.B.6 No Waiver of Uderwriters' Rights

No action by Underwriters or anyone acting on their or the Assured's behalf in connection with the handling of a claim either under the Policy or by or against a third party including the provision of security and the appointment of lawyers, loss adjusters and others on the Assured's behalf shall constitute a waiver of any rights or defences or an admission of liability by Underwriters.

2.B.7 No Set Off

The Assured shall have no right to set off amounts payable to Underwriters against claim payments due or allegedly due from Underwriters to the Assured or any joint Assured.

2.B.8 Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act

PART 3 EXCLUSIONS

3.A GENERAL EXCLUSIONS

The following General Exclusions apply to cover under all Parts of this Policy. This Policy excludes:

3.A.1 Any claim in relation to:

(a) the wilful misconduct of the Assured;

(b) criminal activity of which the Assured was aware or ought to have become aware during the normal course of running their business, or which the Assured recklessly disregarded or failed to take reasonable steps to prevent;

(c) any carriage, trade or voyage which is or which the Assured should have known to be imprudent, unsafe, unduly hazardous, or improper;

(d) a failure by the Assured to exercise due diligence in the chartering of an Insured Ship including a failure to make adequate enquiries to ascertain that the Insured Ship is:-

- fully insured against Owner's P&I Risks with a P&I Club which is a Member of the International Group or other P&I insurer to which Underwriters have given their prior written approval; and
- fully insured against Hull & Machinery risks; and
- classed with an IACS approved Classification Society; and

- compliant with ISM.

If the Assured is unable comply with any of these terms, cover under this insurance shall be subject to the prior written agreement of Underwriters upon such amended terms as they may require.

3.A.2 Any claim:

(a) in respect of injury to or death of directors, officers or employees of the Assured associated or affiliated companies;

(b) in respect of passengers;

(c) for or in respect of loss of or damage to any property (including cargo)owned or leased by the Assur, its associated or affiliated companie;

(d) rising directly or indirectly out of the insolvency or financial default of the Assured;

(e) arising under and/or in relation to barebo at charters or charters by demise;

(f) arising out of the cancellation by the Assured of a Charterparty or other engagement entered into in respect of an Insured Ship;

(g) for punitive and/or exemplary damages and/or additional damages resulting from the multiplication of compensatory damages.

3.A.3 Any claim in relation to:

(a) Contraband, blocked running, unlawful trade, illegal fishing, breach of routing regulations;

(b) entering into or trading in waters where the Insured Ship is restricted, limited or prohibited by any international convention, treaty or law; in so far as the Assured was privy to such actions.

3.A.4 Any claim arising directly or indirectly out of any one or more of the following:

(a) war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against abelligerent power;

(b) confiscation or expropriation;

(c) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;

(d) any terrorist or any person acting maliciously or from a political motive, whether or not in the course of a riot or civil disturbance;

(e) strikers, locked-out workmen, or persons taking part in labour disturbance, riots or civil commotions;

(f) derelict mines, torpedoes, bombs or other derelict weapons of war.

3.A.5 Any Claim directly or indirectly or wholly or partially caused by or arising from:-

(a) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

3.A.6 Any claim in relation to an Insured Ship:

(a) used for operations of pile driving, pipe laying, blasting, fire-fighting, diving or waste

disposal where the claim arises out of those operations;

(b) used for drilling, core sampling, oil production, gas production or similar operations, where the claim arises out of those operations;

(c) used as a dredger where the claim arises out of dredging operations;

(d) used for salvage operations, where the claim arises from salvage or at tempted salvage services provided pursuant to a contractual obligation of the Assured.

3.A.7 (a) Liability assumed by an indemnity, hold harmless agreement, guarantee or by the terms of any contract or agreement other than a Charterparty (subject always to clause 3.A.7(b) below), a contract of carriage (subject always to subpart 3.B), or a usual or customary form of salvage, towage, pilotage or stevedoring contract, except to the extent that the Assured would have been under the same liability in the absence of the indemnity or other contract.

(b) Liability arising under or in connection with a Charterparty on terms not approved by Underwriters except to the extent that the liability would have arisen under the terms of any other specimen Charterparty(s) approved by Underwriters for use by the Assured or (for time charter parties) under the terms of the NYPE 1946 form with usual amendments and/or rider clauses (including but not limited to the Inter Club Agreement) or (for voyage charter parties) under the terms of the Gencon 1976 form with usual amendments and/or rider clauses.

3.B CARGO EXCLUSIONS

The following exclusions apply to cover under Part 1.B - Liability to Cargo and apply in addition to 3.A - General Exclusions.

This Policy excludes any claim:

3.B.1 Precious

Cargo In respect of precious or rare metals or stones, jewellery, plate, specie, bullion, bank notes or other forms of currency, bonds or other negotiable instruments.

3.B.2 Terms of Contract of Carriage

In connection with bills of lading or other documents, evidencing a contract of carriage except to the extent that such liabilities would have arisen under the Hague Rules and/or Hague-Visby Rules or (but only where compulsorily applicable) the Hamburg Rules.

3.B.3 Mis-dated Bills of Lading

In connection with the issue of an ante or post dated bill of lading or similar document of title or other fraudulent or reckless misrepresentation made in connection with a contract of carriage.

3.B.4 Mis-stated Cargo Quantity/Condition

In connection with the issue of a bill of lading or similar document of title which the Assured or his agent knew did not correctly state the quantity and/or condition of the cargo at the time of shipment.

3.B.5 Ad Valorem Bills of Lading

In excess of US$2,500 per unit piece or package of goods carried under an ad valorem bill of lading in which the value per unit, piece or package has been stated to be over US$2,500.

3.B.6 Cargo on Deck

In connection with the carriage of any cargo on deck except

(a) in containers where the Insured Ship is classed and designed and/or adapted with the approval of an IACS Classification Society for the carriage of containers on deck;

(b) the carriage of cargo other than containers on deck where recognised as a custom of the trade;

(c) where carriage on deck is permitted under the contract of carriage and subject to prior written approval by Underwriters;

(d) where the bill of lading is claused "shipped on deck at shipper's risk" or words having a similar effect.

3.B.7 Delays in Loading

In connection with the non-arrival or late arrival of the Insured Ship at the load port or the failure to load a cargo in the Insured Ship.

3.B.8 Delay

In connection with delay unless arising from physical loss or physical damage or shortage covered under clause1.B.1 - Cargo Loss or Damage.

3.B.9 Deviation

Which arises following and as a result of a deviation within the Assured's control. For the purposes of this exclusion the expression "deviation" includes but is not limited to a geographical or other departure from the agreed voyage.

3.B.10 Delivery without Surrender of Bill of Lading

In respect of the delivery of cargo carried under a negotiable bill of lading or other document of title without production of an original bill of lading or other document of title by or on behalf of the person to whom delivery is made.

3.B.11 Market Movements

In connection with losses of profits due to market movements otherwise than arising out of physical loss or damage to or shortage of cargo covered under clause 1.B.1 - Cargo Loss or Damage.

3.C PROTECTION & INDEMNITY EXCLUSIONS

The following exclusion applies to cover under 1.C. - Protection & Indemnity and applies in addition to 3.A - General Exclusions.

This Policy excludes:

3.C.1 Cargo Owner's Pollution Liability

Any claim under clause 1.C.4 - Pollution which arises out of the Assured's ownership of or rights in cargo in Transit.

PART 4
DEFINITIONS

Assured	A time or voyage charterer, a disponent owner or a carrier of goods who charters an Insured Ship and is named as an Assured in the Policy. A reference herein to the Assured includes a singular reference to a Joint Assured.
Charterparty	A contract of carriage including any time charter (not being a bareboat charter or

	a charter party by demise), any voyage charter or any space or slot charter or booking note on terms approved by Underwriters pursuant to clause 2.A.8. "Charterparty" includes sub-charter party.
Hague Rules	The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of Brussels, 25th August 1924.
Hague-Visby Rules	The Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and the Protocol signed at Brussels on 21st December 1979
Hamburg Rules	The United Nations Convention on the Carriage of Goods by Sea signed at Hamburg on 31st March 1978.
Insured Ship	A vessel (including hull, machinery, fuel, stores, supplies and equipment or other property of the Owner on board and containers if owned or leased by the Owner) chartered by the Assured where the vessel and the risks of the adventure have been declared to or accepted by Underwriters in accordance with the terms of the Policy.
In Transit	Cargo is in transit when, during the Period of Cover, it is (a) laden on an Insured Ship; or (b) in the process of being loaded on to or discharged from an Insured Ship; or (c) being transshipped or lightered to or from an Insured Ship PROVIDED (i) the transhipment or lightering is performed as a regular custom of the port or trade; and (ii) an appropriate written receipt has been obtained for the cargo (or any part thereof) from those interested in the transhipment vessel or lighter carrying the cargo (or any part thereof).
Local Standard Time	Indian Standard Time (IST) or as otherwise stated in the Policy.
Owner	The registered Owner and/or a disponent owner(s) of an Insured Ship
Period of Cover	The period specified in the Policy or, if none, the period between 00:00:01 hours IST on the date on which the Insured Ship is delivered to the Assured pursuant to the terms of a time charter, or from the date on which notice of readiness is validly tendered in the case of a voyage charter or similar contract of affreightment up to whichever is the soonest of (i) the termination of the Policy pursuant to clause (ii) in respect of liabilities and expenses associated with a particular Insured Ship on a time charter the date the Insured Ship is redelivered to its Owner or the time charter is otherwise terminated subject to cover continuing under sub-part 1.B while cargo is In Transit, or (iii) in respect of liabilities and expenses associated with a particular Insured Ship under a voyage charter or similar contract of affreightment, the completion of discharge subject to cover continuing under sub-part1.B while cargo is In

	Transit; or (iv) the expiry of twelve months.
Policy	Page 1 including the heading and introductory wording and Parts 1-4 of these conditions (to the extent in force) together with any slip or other document under which Underwriters have agreed terms of cover and any amendment, declaration or endorsement thereto. The term "Policy" shall include open covers where applicable.
Pollution Liabilities	As defined in clause 1.C.4 – Pollution and subject to exclusion3.C.1 – Cargo Owner's Pollution Liability.
Wreck	Any Insured Ship which is abandoned, disabled and is aground or has sunk and is not the subject of a salvage contract

CHARTERERS WAR RISKS INSURANCE ENDORSEMENT CLCOM/10-05

1. COVER

In consideration of the payment of an additional premium Underwriters agree to indemnify the Assured against legal liabilities, costs and expenses that would be recoverable under Lloyd's Charterers Liability Insurance Conditions 2002 (LSW1122) but are excluded by virtue only of Exclusion 3.A.4. therein.

2. EXCLUDED AREAS

There shall be no cover under this endorsement for calls to Balikpapan, Iraq, Israel and Lebanon unless prior agreement in writing has been obtained by underwriters at such terms as they may require.

3. EXCLUSIONS

This insurance excludes loss damage liability or expense arising from

3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

3.1.2 requisition, either for title or use, or pre-emption;

3.1.3 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered;

3.1.4 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;

3.1.5 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause;

3.1.6 the action of any state or public or local authority under the criminal law of any state or because of any alleged contravention of the laws of any state;

3.1.7 piracy (but this exclusion shall not affect cover under Clause 3.A.4.(e));

3.1.8 any claim arising from an express indemnity given in respect of war; as defined in Clause 3.A.4.

3.1.9 any claim arising from a voyage which is not permissible under the Charter party.

4. TERMINATION

4.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice

(such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or terms and/or conditions and/or warranties.

4.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

4.2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

4.2.2 in the event of the vessel being requisitioned, either for title or use, or pre-emption.

4.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 4, or of the sale of the vessel, pro rata net return of premium shall be payable to the Assured. Notwithstanding the foregoing, no return of premium shall be payable if claims are brought against this insurance.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 4 (Termination) above.

ADDITIONAL CLAUSES

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE CL.370

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

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

1.4 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

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE CL.380

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

2.1 Subject only to clause 1.2 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 or process or any other electronic system.

2.2 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, Clause1.1 shall not operate to exclude losses (which would otherwise be covered) arising from 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.

CANCELLATION:

1. The Company reserves the right to cancel the policy on the grounds of misrepresentation/ fraud /Non-disclosure or non co-operation of the insured and in such an eventuality no premium shall be refunded.
2. The Company also reserves the right to cancel the Policy by giving at least 15 days notice to the insured and shall refund the premium on a pro rata basis.
3. Insured can also cancel the policy by giving 15 days notice to the company and in that eventuality; the company shall refund the premium on short scale basis.

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:

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails - grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | 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) 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 Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West)
Mumbai-400078,

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,
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.

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTRES

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",	Madhya Pradesh, Chhattisgarh.

60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	
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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Email: oio.guwahati@cioins.co.in	
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,** 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	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
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."