

## MARINE SPECIFIC POLICY

**Agent/Broker Name -** SIBIN BOSE N  
**Agent/Broker License Code -** AIG1654R  
**Agent/Broker Contact No -**

In consideration of the Policyholder named herein paying to the TataAIG General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

<b>Policy Number :</b> 0893076759	<b>Policy inception date :</b> 05-07-2021
-----------------------------------	---

INTERNATIONAL FREEZFISH EXPORTS A.P. II/810 C.I.E, AROOR CHERTHALA KERALA  688534 32AABFO7406K1ZD PLACE OF SUPPLY : KERALA STATE CODE : 32
--

<b>TO Order :</b>		
<b>LR/RR/AWB/BL Number:</b> dated	<b>REF/LC Number: :</b>	
<b>Amount insured in INR:</b> 3,261,904.80 <b>In Foreign currency (Cargo Value) :</b> USD 43890	<b>Mode of Conveyance :</b> Sea & Rail/Road	<b>Conveyance Name :</b>
<b>From:</b> COCHIN, INDIA	<b>To:</b> SFAX PORT, TUNISIA	
<b>Voyage type:</b> CIF/DDP Export	<b>Marks &amp; Numbers:</b>	
<b>Proforma Invoice/Invoice No./Contract no. &amp; Date :</b> IFE/18/2021-22 DT. 02.07.2021		
<b>Interest Insured:</b> INDIAN ORIGIN FROZEN SKIP JACK TUNA WHOLE ROUND AS PER INVOICE IFE/18/2021-22 DT. 02.07.2021		
<b>Packing Details:</b> Standard and Customary		
<b>Basis of Valuation:</b> Invoice Value + 10%		
<b>LC Description:</b>		

### Insuring Clauses

<p><b>Terms of Cover:</b> ICC 'A' + War&amp;Strikes</p> <p><b>Subject To:</b>          All Risk + War &amp; Strikes, subject to:          By Sea:          Institute Cargo Clause (A) CL 382 01/01/09          Institute Strikes Clause (Cargo) CL 386 01/01/09          Institute War Clauses (Cargo) CL 385 01/01/09          Institute Classification Clause CL 354 1/1/01          Cargo ISM Endorsement</p> <p>By Road/Rail:          Inland Transit (Rail/Road/Air) Clause - A 2010          Strikes Riots and Civil Commotion Clause - 2010          Limitation of Liability Clause</p> <p>Termination of Transit Clause (Terrorism) JC 2009/056 (01.01.09)          Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause CL.370 (10.11.03)          Institute Cyber Attack Exclusion Clause CL.380 (10.11.03)          Institute Standard Conditions for Cargo Contracts 1/4/82          Important Notice Clause          Sanction Limitation and Exclusion Clause (JC2010/014)</p>
--

### Conditions/Warranties and Exclusions

<p>It is a condition of this policy that shipment passing through Sanctioned/Prohibited (US/UN/EU/Indian Government) countries is excluded from the scope of this policy.</p> <p>Warranted containerised cargo during ocean journey.</p> <p>Warranted that goods are transported in closed wagons and /or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water</p> <p>COMMUNICABLE DISEASE EXCLUSION LMA 5394 (amended)This exclusion applies to all original risks (including individual declarations made under facilities).1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.Notwithstanding the foregoing, losses resulting directly or indirectly from, or caused by, contributed to by, resulting from, arising out of, or in connection with any otherwise covered peril under the Policy and not otherwise excluded under this insurance agreement shall be covered.</p> <p>It is a condition of this insurance that damage to insured cargo due to variation in temperature shall be admitted only if caused by breakdown of refrigerating</p>
--

machinery for 24 consecutive hours during ocean journey and 12 consecutive hours for land/ air transits. Warranted written instructions to be provided to carrier/liner involved prior to loading refrigerated cargo. These instructions should include but not restricted to details of pre-cooling, carriage temperature, ventilation and stowage requirements. Warranted that in respect of claims pertaining to Temperature breakdown of the Reefer Container shall be substantiated with Data Logger report, failing which Underwriters shall be absolved of all liabilities.

In respect of shipments to African countries, coverage shall cease on completion of unloading from Vessel/aircraft at discharge Port/Airport.

JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007) 1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm. 2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not. 4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

Excluding losses due to fungus, adulteration, contamination, mold, mildew, infestation, spoilage, unless caused by perils covered under Institute Cargo Clauses 'B' or Inland Transit Clause 'B'.

Excluding shortage from sound packages/sealed containers.

Excluding quality/rejection losses

Warranted adequate packaging to withstand intended journey

Cargo Termination of Storage in Transit Clause (2004)

Any requests for any other coverage extensions mentioned in the RFQ, Submission or in any other document, if not specifically affirmed in this QUOTE or INDICATION is not being extended

**EXCESS:** 1% of consignment value or INR 5,000 whichever is higher.

This policy is valid for 90 days from the policy inception date, unless extended with prior approval.

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to:

**Settling agent:** Societe Commerciale,  
59 rue du 18 Janvier 1952, P.O. Box 162, Tunisia, Tunisia 1001,  
(216) 71/25 83 81,  
dg.socotu@planet.tn

**Claims Representative:** Societe Commerciale,  
59 rue du 18 Janvier 1952, P.O. Box 162, Tunisia, Tunisia 1001,  
(216) 71/25 83 81,  
dg.socotu@planet.tn

**Consignee Name & Address:** SOCIETE INDUSTRIELLE DE CONSERVES ALIMENTAIRES ET DE PECHE, LOT NO.36 Z.I., ROUTE BOUMERDES MAHDIA TUNISIA

<b>Premium Amount:</b>	Rs. 3,261.90
<b>SGST @9% :</b>	Rs. 294.00
<b>CGST @ 9% :</b>	Rs. 294.00
<b>STAMP DUTY:</b>	Rs. 1.00
<b>Total Amount:</b>	Rs. 3,850.00

Consolidated stamp duty paid to state exchequer  
GSTIN : 32AABCT3518Q1Z5 KERALA, Service Accounting Code : 9971  
24 X 7 CALL CENTRE : 1800-266-7780  
E-Claim Reporting : [general.claims@tataaig.com](mailto:general.claims@tataaig.com)

Yours Faithfully,

**For Tata AIG General Insurance Company Limited**



**Authorized Signatory**

Place : COCHIN

Date of Issue : 05/07/2021

**Attached to and forming part of Policy No. 0893076759**

## INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1.** 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.
- 1.2.** Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1. shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system an/or firing mechanism of any weapon or missile.

**CL.380**

**IMPORTANT**

**PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE**

**LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.  
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
6. To take examined delivery from the Carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and/or Shortage Certificate from them. If any package appears to be deficient in weight, to take weightment/examined delivery from Carriers and an appropriate Certificates.
7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card

Note : To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

**INSTRUCTIONS FOR SURVEY**

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representative at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

**DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices and Packing List and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence(Damage/NonDeliveryCertificate) to show the extent of the loss or damage.
5. Landing Remarks and Weightment Notes at final destination.
6. Correspondence exchanged with the Carriers and other Third Parties regarding their liability for the loss or damage along with copies of Notice of Claim on the Carriers/Third Parties and Receipted A/D Card/Postal Registration Receipt.

**For Tata AIG General Insurance Company Limited**



**Authorized Signatory**

**Policy Servicing Office**

Tata AIG General Insurance Company Limited  
 GRAND BAY, COCHIN CORPORATION NO. 64/2451 F1,, 3RD FLOOR,KATTAKARA JUNCTION,  
 KALOOR KADAVANTHRA ROAD, KALOOR,, - 682017  
 Tel No: .