



Port Package Policy

Date Policy No.

Name of Insured

Address

.....

.....

Dear Customer,

We thank you for having preferred us for your Insurance requirements. We at HDFC ERGO General Insurance believe “Insurance” not only to be an assurance to indemnify in the event of unfortunate circumstances, but one that signifies protection and support you can count on when you need it most.

The Insurance Policy enclosed is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils.

The Policy has been designed so as to augment the key facets and aims to provide information in a clear cut manner.

Please note that the policy has been issued based on the information contained in the proposal form and / or documents received from you or your representative / broker. Where the proposal form is not received, information obtained from you or your representative /broker, whether orally or otherwise, is captured in the policy document.

If you wish to contact us in reference to your existing policy and /or other general insurance solutions been offered by us, you may write to our correspondence address as mentioned below. Alternatively, you may visit our website www.hdfcergo.com. To enable us to serve you better, you are requested to quote your Policy Number in all correspondences.

Thanking you once again for choosing HDFC ERGO General Insurance Company Limited and looking forward to many more years of association.

Yours Sincerely,

Authorized Signatory

PORT PACKAGE POLICY

Policy Number	
• TYPE:	
• POLICY PERIOD:	
• ASSURED NAME:	
ADDITIONAL INSURED	
COMMUNICATION ADDRESS	
• INSURED LOCATION AND TERRITORIAL LIMITS:	
• INSURED OPERATIONS:	
• OVERALL SECTION LIMIT / SECTION SUB LIMIT/ SUM INSURED:	
• DEDUCTIBLE:	
• CONDITIONS:	
• CHOICE OF LAW AND JURISDICTION:	

SCHEDULE A - PREMIUM TERMS

Section I - Liability

Section II – Marine Impact

Section III – Marine Property

Section IV - Re-Dredging

LIMITS OF LIABILITY:	Section I - Liability Section II - Marine Impact Section III - Marine Property Section IV - Re-dredging
LIMITS OF LIABILITY:	All Sections Section I II III - Liability, Marine Impact, Marine Property Section II and III - Property Damage Section IV - Re-dredging

ADDITIONAL CONDITIONS:	Section I II III - Liability, Marine Impact, Marine Property Section IV - Re-dredging
DEDUCTIBLES:	Section I - Liability, Section II & III - Liability, Marine Impact, Marine Property Section IV - Re-dredging

Subject otherwise to terms and conditions of Port Package Insurance Policy.

Signed for and on behalf of HDFC ERGO General Insurance Company Limited, on February 20, 2017

Authorized Signatory

GST No :

The contract will be cancelled ab intio in case; the consideration under the policy is not realized.

The stamp duty of Rs 0.50/- (Fifty Paise only) paid by Demand Draft, vide Receipt/Challan no 1922235201617 dated 05/08/2016 as prescribed in Government Notification Revenue and Forest Department No Mudrank 2004/4125/CR 690/M-1, dated 31/12/2004

Note: Where the proposal form is not received, information obtained from insured, whether orally or otherwise, is captured in the policy document. Discrepancies, if any, in the information

contained in the policy document may be pointed out by an insured within 15 days from the policy issue date after which information contained in the policy document shall be deemed to have been accepted as correct.

The company may cancel the policy by sending 15 days notice in case of any fraud, misrepresentation, non disclosure of material fact or non cooperation of the insured as per regulation 11.1. (xiii) of irda (protection on policy holders interests) regulations, 2017.

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

Broker Name:

Broker Code:

Premium:	NRI
Goods and Service tax:	NRI
Total Premium:	NRI

Forming part and attached to policy no.

INSURED:

These general Policy provisions apply to and form part of the Sections, Insurance Schedule as declared by HDFC ERGO General Insurance Company Ltd on behalf of

1. RADIO-ACTIVE CONTAMINATION

In no case shall this Policy cover loss damage or expense directly or indirectly caused by or contributed to by or arising from:

2. WAR

2.1 This Policy shall exclude loss or damage directly or indirectly occasioned by happening through or in consequence of any strike, lockout, labour disturbance, riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil strife, military or usurped power or confiscation or Nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. SECTION LIMIT(S) / SUB-LIMITS(S) / SUM INSURED

3.1 Overall Section Limit - Underwriters maximum limit payable for any claim under each section of this Policy arising from anyone accident or series of Accidents arising out of any one event is set out in the overall section limit(s) of the Insurance schedule. Such overall section limit(s) shall be inclusive of any costs and/or defence expenses.

3.2 Section Sub-Limit(s) - In the case of section sub-limit(s) under this Policy, such section sub-limit(s) shall apply to any claim arising under that clause, endorsement and/or Operation in respect of any one Accident or series of Accidents arising out of one event, and shall be inclusive and not in addition to the overall limit(s) as set out in the insurance schedule. Such section sub-limit(s) shall be inclusive of any costs and/or defence expenses arising from the claim(s) under that clause endorsement and/or Operation.

Where indicated in the Insurance schedule all section sub-limit(s) apply in respect of any one Accident or series of Accidents arising out of any one event and in the aggregate for each 12 months period from the inception date. Any reinstatement terms and/or provisions are to be agreed with Underwriters

3.3 Sum Insured - The sum insured shall mean the insured value of the property and/or handling equipment as identified in the insurance schedule.

3.4 Joint Insured(s) - Where Joint Insured(s) and/or Additional Insured(s) are included as Insured(s) in this Policy, the overall section limit and/or section

sub-limit shall apply to the Insured(s), Joint Insured(s) and Additional Insured(s) collectively and not separately in respect of all claim(s).

4. DANGEROUS CARGOES

4.1 The Insured shall take all reasonable and proper steps to ensure compliance with all relevant and applicable regulations and/or statutory provisions relating to the carriage, handling and storage of dangerous cargoes.

5. DUE DILIGENCE (INSURED'S DUTY TO MINIMISE LOSS)

5.1 The Insured shall act as if a prudent uninsured at all times and take such measures as may be reasonable for the purpose of averting or minimising a loss. The Insured shall maintain all precautionary measures given as information to Underwriters with regard to loss prevention and risk management. The Insured shall, in addition, implement any measures required by Underwriters and notify Underwriters of any material change in and/or affecting the Insured's Operation(s).

6. ELECTRONIC DATE RECOGNITION EXCLUSION CLAUSE

6.1 This Policy does not cover actual or alleged liability for any loss, damage, cost, claim and/or expense whether preventative, remedial or otherwise, directly or indirectly arising of or relating to: -

6.1.1 The calculation comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment and/or non-computer equipment, whether the property of the Insured not; and/or

6.1.2 Any change, alteration and/or modification, involving the date change to the year 2000, or hardware, or software and/or microchip, integrated circuit or similar device in computer equipment and/or non-computer equipment, whether the property of the Insured not; and/or,

6.1.3 This clause applies regardless of any other cause and/or event that contributes concurrently or in any sequence to any loss, damage, cost, claim, and/or expenses.

7. NOTICE OF POTENTIAL CLAIMS

7.1 Upon being known to the Insured's management, the Insured shall give to Underwriters, directly or via Underwriters representatives (as identified in the insurance schedule). Immediate notice of an

Accident which may give rise to a loss which could result in a claim under this Policy. The Insured shall then promptly deliver by Registered Mail or local equivalent to Underwriters, directly or via Underwriters Representatives, a written account of the nature of the claim/Accident stating the cause, if known, the extent thereof and the nature of the interest of the interest of the Insured.

8 ASSISTANCE AND CO-OPERATION OF THE INSURED

8.1 The Insured shall co-operate with Underwriters in all matters relating to claim(s) and upon their request, shall attend hearings and trials and shall assist in effecting settlements securing and giving evidence, obtaining the attendance of witness, and in the conduct of suit and Underwriters shall reimburse the Insured for any expense, other than expenses as specified, incurred at Underwriters' request subject to the terms and conditions of this policy.

9 PREVENTION OF CLAIMS

9.1 As soon as the Insured becomes aware of an Accident which may give rise to a claim under this Policy or receives a claim, the Insured shall immediately, at their own expenses, take all reasonable steps to prevent any liability as insured hereunder. The Insured shall, however, not admit liability or assume any obligation without prior agreement by Underwriters.

10 CLAIM CONTROL / DEFENCE

10.1 Underwriters shall have the right but not the duty, to participate with the Insured in the defence, settlement and/or litigation of any claim(s) or to appeal against any Judgment and/or award. Underwriters agree, provided prior written consent is obtained from Underwriters and subject to any deductible underlying amount contained herein, to indemnify the legal costs and/or expenses in relation to any claims(s) against the Insured arising out of an insured Accident. However, Underwriter liability including such legal costs and/or expenses shall in no event exceed the relevant overall section limit(s) and/or section sub-limit(s) as identified in the insurance schedule.

11 SUBROGATION

11.1 The Insured is not authorised to waive any rights of recovery in relation to any other party without prior written agreement from Underwriters. Where an amount is paid by Underwriters under this Policy, the Insured's rights of recovery against any other party in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriter's request the Insured will assist, co-operate and lend its name to the exercise of Underwriters' rights of subrogation.

12 APPLICATION OF RECOVERIES

12.1 All recoveries or payments recovered or received subsequent to a payment by Underwriters under this Policy, after deduction of all recovery expenses shall be applied as if recovered or received prior to such payment and all necessary adjustments shall then be made between the Insured and Underwriters.

13 AUDIT

13.1 Underwriters may on reasonable notice examine and audit the Insured's books and/or records at any time relating to the subject matter of this Policy.

14. OTHER INSURANCES

14.1 Where the Insured is, irrespective of this Policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages or loss which would otherwise be indemnifiable in whole or in part by the Underwriters of this Policy, there shall be no contribution or participation by the Underwriters of this Policy on the basis of any deficiency, concurrent or double insurance for such damages for which the Insured is entitled to be indemnified by other such insurance. This condition will apply whether or not the Insured is actually indemnified by such other insurance.

15. INSOLVENCY OR BANKRUPTCY

15.1 This insolvency, liquidation, bankruptcy, receivership, administration or the like, or any refusal or inability to pay of the Insured and/or any Underwriters shall not operate to: -

- a) Increase Underwriter's liability under this Policy or;
- b) To increase any Underwriter's share of liability under this Policy; or,
- c) To deplete any underlying amount(s)

15.2 In the case of the Insured, upon the occurrence of any of the circumstances described in 15.1 hereunder, then this Policy shall immediately terminate.

15.3 In no event any Underwriter of this Policy assume the responsibilities and/or obligations of the Insured and/o any insurer and/or any Underwriter.

16 CANCELLATION

16.1 Cancellation of this Policy may be effected either: -

- a) By the Insured, and/or
- b) By the Underwriters or their representative (as identified in the schedule) sending by certified or registered mail, notice to the other party in a) or b) above stating when, not less than 30 days thereafter, cancellation shall be effective.
- c) Cancellation of this policy due to non-payment

of premium shall be provided for under the original premium payment instalment clause.

16.2 If this Policy shall be cancelled by the Insured, Underwriters shall retain the short rate proportion of the premium for the period this Policy has been in force calculated in accordance with the standard London Market Short Rate Cancellation Table. If this Policy shall be cancelled by Underwriters, they shall remain the pro rata proportion of the premium for the period this Policy has been in force.

16.3 Notice of cancellation by Underwriters shall be effective whether or not Underwriters have returned or tendered the return or any premium with such notice.

17 ASSIGNMENT

17.1 Assignment of interest under this Policy shall not valid except with the written consent of Underwriters.

18 DEFINITIONS

18.1 ACCIDENT - The word "Accident" whenever used means a sudden event which was neither expected nor intended by the Insured and which first occurred or commenced on an identifiable specific date during the Policy period.

18.2 INSURED - The word "Insured" wherever used in this Policy shall mean the Insured (as identified in the insurance schedule hereto and/or any partner, executive officer, managing partner, director or trustee there of while acting within the scope of the duties bestowed on that person by the Insured.

18.3 OPERATION - The word "Operations" whenever used shall mean the insured operations which the Insured has requested to be insured for and has been granted coverage for by Underwriters as identified in the insurance schedule.

18.4 POLICY - The word "Policy" whenever used shall mean all Sections, including endorsements to those Sections, general Policy provisions and insurance schedule and questionnaire under which the Insured has been insured.

19 GOVERNING LAW

19.1 This Policy shall be subject to and governed by Indian Law prevailing but in case of dispute interpretation of English law shall prevail.

SECTION 1 - PROPERTY DAMAGE

Forming part and attached to policy no. **INSURED**:

THIS POLICY IS NOT SUBJECT TO THE TERMS OR CONDITIONS OF ANY OTHER INSURANCE EXCEPT AS MAY BE SPECIFIED ELSEWHERE WITHIN THIS POLICY.

1. LOSS IF ANY, PAYABLE to Insured, as identified in the

insurance schedule.

2. INSURING CLAUSES

2.1 In consideration of the premium charged and subject to compliance with any premium warranties, Underwriters hereby agree, subject to the provisions of this Policy to indemnify the Insured in respect of:

2.1.1 Physical loss or physical damage to insured real and/or personal property (as identified in the insurance schedule - the "insured property") arising from an Accident.

2.1.2 Costs or expenses incurred in the removal of wreckage and/or debris of insured property following loss or damage recoverable elsewhere under this Policy, but subject to a limit of twenty five percent of the insured value of such property as identified in the insurance schedule unless Underwriters agree otherwise. Note - In the event of a claim under 2.1.1. and 2.1.2. for the same insured property hereunder, the indemnity payable by Underwriters under both these clauses shall not exceed the insured value of that property as identified in the insurance schedule.

2.1.3 Physical loss or physical damage to insured property arising from strikes and/or riots, notwithstanding clause 2 of the general policy provisions and subject to clause 6 hereunder.

2.1.4 Physical loss or physical damage to insured property arising from strikes and/or riots, notwithstanding clause 2 of the general policy provisions and subject to clause 6 hereunder.

3 EXCLUSIONS

3.1 Notwithstanding anything to the contrary elsewhere herein, this Policy does not cover:

3.1.1 Wear, tear, marring, scratching and/or gradual deterioration, wet rot, dry rot and/or mould, spoilage, decay and/or decomposition; normal settling, shrinking or expansion in buildings, structures or foundations; corrosion, rust, discoloration, oxidation and/or erosion; and/or leakage;

3.1.2 Loss and/or damage caused by vermin; moths, termites or other insects; inherent vice and/or latent defect; atmospheric dampness or dryness; condensation; smog and/or fog; extremes or changes in atmospheric temperature. This exclusion shall not apply if physical loss and/or physical damage occurs due to a consequent cause which is insured hereunder;

- 3.1.3 Error in design; fault and/or error in workmanship, manufacture and/or use of unsuitable materials. Costs for remedying and/or repairing defects in design and/or manufacture, mechanical or electrical breakdown and/or derangement of any communication equipment and/or alarm system and/or computer system; pollution and/or contamination howsoever arising;
- 3.1.4 Loss and/or damage arising from confiscation, requisition, detention, occupation, embargo, quarantine, arising from any order of public or government authority and/or loss and/or damage arising from acts of contraband and/or illegal transportation and/or illegal trade;
- 3.1.5 Loss and/or damage caused by the backing up of sewers and/or drains, or seepage of any substance whatsoever;
- 3.1.6 Loss and/or damage caused by the safe working load and/or manufacturers guidelines of any property being exceeded;
- 3.1.7 Loss and/or damage caused by error in computer or machinery programming or from data processing media failure or breakdown;
- 3.1.8 Loss and/or damage to boilers, steam pipes, steam turbines, steam engines, pressure and/or vacuum vessels, caused by explosion, implosion, rupture and/or bursting where such are owned and/or operated by the Insured;
- 3.1.9 Loss of market, loss of use, loss of income, interruption of business, or any other consequential loss or damage whatsoever, unless otherwise agreed by Underwriters;
- 3.1.10 Loss and/or damage caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies;
- 3.1.11 Unexplained loss and/or mysterious disappearance; shrinkage; evaporation; loss of weight; breakage of glass or other fragile articles; infidelity, dishonesty, theft, fraud and/or pilferage of the Insured and/or the Insured's employees or others to whom the Insured has entrusted responsibility;
- 3.1.12 Voluntarily parting with title and/or possession of property;
- 3.1.13 Loss and/or damage caused by processing, renovating, repairing, or working upon any insured property; artificially generated electrical current to electrical appliances, fixtures and/or wiring. This exclusion shall not apply if physical loss and/or physical damage that occurs by reason of fire and/or explosion due to a consequent cause which is insured hereunder;
- 3.1.14 Loss and/or damage caused by seepage,
- 4 EXCLUDED PROPERTY**
- 4.1 Notwithstanding anything to the contrary elsewhere herein, this Policy does not cover the following property:
- 4.1.1 Land or land values, air, water or other naturally occurring substance(s).
- 4.1.2 Roads, driveways, pavements, curbing, culverts and/or sidewalks.
- 4.1.3 Buildings and/or structures in the process of construction including materials and/or supplies for such construction.
- 4.1.4 Property in transit.
- 4.1.5 Accounts, bills, currency, money, notes, securities, deeds, evidence of debt and valuable papers.
- 4.1.6 Jewellery, precious stones, precious metals and alloys, fine art, furs, garments, animals and/or plants.
- 4.1.7 Aircraft and/or any other aerial device, watercraft, vehicles designed for highway use and/or locomotives and/or rolling stock designed for railroad use.
- 4.1.8 Damage or Consequential Loss in respect of overhead transmission and distribution lines including wire, cable, poles, pylons, standard towers or other supporting structures which may be attendant to the transmission and/or distribution of electrical power and/or telephone communications, but this exclusion shall not apply to such property which is the property of the Insured or which they are legally responsible and which is located on the Insured's premises or within one thousand (1,000) feet thereof
- 5 FIRE FIGHTING EXPENSES**
- 5.1 This Section is hereby extended to cover the Insured's loss of fire extinguishing materials and/or equipment if used to safeguard the insured property from a peril covered under this Section. Furthermore, this Section is extended to cover Fire Brigade charges and/or other extinguishing expenses incurred by the Insured to safeguard the insured property from a peril covered under this Section. Limit INR 50,000,000 each and every loss.
- 6 STRIKES / RIOTS**
- 6.1 Strikes and/or riots shall not include war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil strife, military or usurped power or confiscation or nationalisation or

requisition or destruction of or damage to property by or under the order of any government or public or local order. Underwriters may terminate coverage given under clause 2.1.3. by giving the Insured seven days written notice.

Limit for each and every loss: INR 100,000,000 (100%)

7 PROTECTIVE MAINTENANCE

7.1 The Insured shall maintain in good order proper and adequate protection for the safety of the insured property, including any additional measures required by Underwriters, throughout the period of this Policy. Such protection shall not be withdrawn or reduced unless prior agreement has been obtained from Underwriters.

8 AUTOMATIC ACQUISITIONS

8.1 This Section is hereby extended to automatically hold covered property, similar to that already scheduled, acquired by the Insured after the inception date of the Policy period, provided satisfactory advice and information regarding such property is given to Underwriters within 30 days of acquisition. Underwriters reserve the right to charge additional premium and/or impose such terms, conditions and/or exclusions as they deem appropriate. A limit of 25% of the Property Total Insured value as declared in the schedule shall apply hereon.

9 VALUES DECLARED AND INCORRECT DECLARATION PENALTY

9.1 If values declared to the insurance schedule are less than the actual/market values, then any recovery hereunder shall be reduced by the same proportion that the scheduled value bears to the actual value for that particular item.

10 AVERAGE CLAUSE

This Policy is subject to the condition of average, that is to say, if the property covered by this insurance shall at the time of the loss be greater value than the declared value the Insured shall only be entitled to recover hereunder such proportion of the said loss as declared value by this policy bears to the total values of the said property. In the case that the total values declared at the time of loss are not lower than 90% of the total values of the goods, thus average clause will not apply; this stipulation will apply to each one of the items separately.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY

SECTION 2 - BUSINESS INTERRUPTION

Forming part and attached to policy no. **INSURED:**

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059. UIN: Port Package Policy - IRDAN125CP0004V01200910.

THIS POLICY IS NOT SUBJECT TO THE TERMS OR CONDITIONS OF ANY OTHER INSURANCE EXCEPT AS MAY BE SPECIFIED ELSEWHERE WITHIN THIS POLICY.

1 LOSS, IF ANY, PAYABLE to Insured, as identified in the insurance schedule.

2 INSURING CLAUSES

2.1 In consideration of the premium charged and subject to compliance with any premium warranties. Underwriters hereby agree, subject to the provisions of this Policy, to indemnify the Insured for the following loss arising from an interruption to the Insured's Operations:

2.1.1 Loss of profit. This shall be calculated by taking the reduction in the Insured's revenue relating to their insured Operation(s) during the loss period less any savings the Insured may have, including any taxes or the like saved in not being able to operate, and less any increase in revenue resulting from the interruption at another of the Insured's location(s); and/or,

2.1.2 Increase in the cost of working. This being costs and/or expenses incurred by the Insured during the loss period for averting and/or minimising a loss and/or claim covered under this Section. Such costs and/or expenses must not exceed the potential loss and/or claim that the Insured is seeking to avert and/or minimise; and/or,

2.1.3 Costs and/or expenses incurred by the Insured while investigating an Accident causing such business interruption and/or incurred protecting the interests of the Insured provided that such costs and/or expenses have been agreed by Underwriters, but only if such interruption the Insured's Operations arises from or in connection with insured handling equipment, insured property as specified in clause 3 to 5 below.

3 HANDLING EQUIPMENT

3.1 Underwriters hereby agree, subject to the provisions of this Policy, to indemnify the Insured for any interruption to the Insured's Operation(s) arising from liability to use, or reduction in the use of, any insured handling equipment which is beyond the control of the Insured.

3.2 Underwriters hereby agree, subject to the provisions of this Policy, to indemnify the Insured for any interruption to the Insured's Operation(s) arising from any interruption in the electricity supply to such insured handling equipment which is beyond the control of the Insured.

3.3 Provided that:

3.3.1 Such inability to use, or reduction in the use of the insured handling equipment results in the Insured being wholly and/or partially unable to perform their Operation(s) for any period within the Policy period as identified in the insurance schedule; and,

3.3.2 In respect of clause 3.1., such item of insured handling equipment is also the subject of a physical loss and/or physical damage claim the Insured has under the Handling Equipment Section of this Policy arising from the same Accident in excess of the deductible applicable to that item as specified in the insurance schedule.

4 PROPERTY

4.1 Underwriters hereby agree subject to the provisions of this Policy, to indemnify the Insured for any interruption to the Insured's Operation(s) arising from physical loss and/or physical damage to any insured property which is beyond the control of the Insured.

4.2 Underwriters hereby agree, subject to the provisions of this Policy to indemnify the Insured for any interruption to the Insured's Operation(s) arising from any interruption in the electricity supply to such insured property which is beyond the control of the Insured. Sub-limited to INR100 million any one event.

4.3 Provided that:

4.3.1 Such physical loss and/or physical damage to any insured property results in the Insured being wholly and/or partially unable to perform their Operation(s) for any period within the Policy period as identified in the insurance schedule; and,

4.3.2 In respect of clause 4.1., such insured property is also the subject of a physical loss and/or physical damage claim the Insured has under the Property Damage Section of this Policy arising from the same Accident in excess of the deductible applicable to that item as specified in the insurance schedule.

5 BLOCKAGE OF OPERATION(S)

5.1 Underwriters hereby agree subject to the provisions of this Policy, to indemnify the Insured for any interruption to the Insured's Operation(s) arising from an Accident causing a blockage of:

5.1.1 An insured berth and/or insured quay (as specified in the insurance schedule) owned by or leased to the Insured used for the purpose of mooring vessels.

5.1.2 Any approach channel and/or waterway.

5.1.3 Any land access within the immediate

vicinity of the Port and/or Terminal and/or insured location as specified in the insurance schedule.

5.2 Provided that:

5.2.1 In respect of clause 5.1.1., such blockage of Operation(s) is also the subject of a physical loss and/or physical damage claim the Insured has under the Property Damage Section of this Policy arising from the same Accident in excess of the deductible applicable to that item as specified in the insurance schedule.

6 EXCLUSIONS

6.1 Notwithstanding anything to the contrary elsewhere herein, this Policy does not cover:

6.1.1 The Insured's liability to for any sales tax of any description.

6.1.2 Any loss arising from volcanic eruption and/or any other excluded peril contained elsewhere within the Property Damage and/or Handling Equipment; Sections and the exclusions contained within the general policy provisions forming part of this Policy.

6.1.3 Any loss arising from faulty workmanship occurring during the execution of repairs.

6.1.4 For failure and/or delay in performance of any contractual obligation or guarantee.

7 OVERALL SECTION LIMIT

7.1 This Section is subject to the Overall Section Limit as specified in the insurance schedule for all coverage's purchased by the Insured under this Section.

8 LOSS PERIOD

8.1 The loss period, as set out in the insurance schedule, shall be the period during which the revenue of the Insured is affected by reason of an Accident for which the Insured is insured under this Policy, and shall be the period commencing after the imposition of the deductible or day deductible set out in the insurance schedule after the Accident and terminating as set out in the insurance schedule after the date of the Accident.

9 PROTECTIVE MAINTENANCE

9.1 The Insured shall maintain in good order proper and adequate protection for the safety of any property, handling equipment or otherwise, including any additional measures required by Underwriters, throughout the Policy period. Such protection shall not be withdrawn or reduce unless prior agreement has been obtained from Underwriters.

10 ON ACCOUNT PAYMENT

10.1 At the request of the Insured, Underwriters may make payments on account to the Insured during the loss period, provided that the Insured supplies sufficient information to allow an estimate of a claim. Any such payment shall be immediately repaid to Underwriters if the Insured has been overpaid or the claim is reduced or is not covered under this Policy.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, INSURANCE SCHEDULE ALL OF WHICH FORM PART OF THE POLICY

CONTACT US

Within India

Contact Us	022 6158 2020/ 022 6234 6234
Claim Intimation:	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
- 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 The Company Ltd.
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 the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance The 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 mentioned 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 procedur

- ii. 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 Centers

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<p>AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka</p>
<p>BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chattisgarh</p>
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa</p>
<p>CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.</p>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in</p>	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)
<p>GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in</p>	Rajasthan
<p>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: bimalokpal.ernakulam@cioins.co.in</p>	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands</p>
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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</p>
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane</p>
<p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand</p>
<p>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: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>