MARINE INSURANCE - CARGO
POLICY WORDINGS

POLICY PERIOD

This open Cover/Policy is to remain in force a period as specified in the Policy Schedule unless sum insured is previously exhausted by declarations.

BASIS OF VALUATION

The shipments issued hereunder are so valued, unless otherwise declared to the Company prior to the shipments and prior to any known or reported loss.

DECLARATION:

It is a condition of this Policy that while the same is force, the Assured is bound to declare hereunder each and every consignment, with the following details, over which he has control and for which he is responsible:-

I. Declaration under this Open Cover/Policy to be made by the Assured as soon as they have knowledge of shipments which are made. The Assured warrants that during the currency of this Open Cover they and/or their shippers will declare to the Company by e- mail/telephone (to be followed up with confirmatory copy) or first available mode/means, each and every shipment without exception, whether arrived or not, to which this Open Cover attaches, on the date of receiving advises thereof or as soon thereafter as may be reasonably practicable and in any event within [7] days.

II. The Assured shall not be prejudiced by any unintentional delay, error or omission in the declaration or reporting hereunder of the amount or description of the interest, vessel or voyage, The Company agrees to accept such declaration whenever error or omission is discovered.

III. A certified statement of such declarations shall be submitted to the Company immediately after dispatch or at a period agreed between insured and the insurer mentioning the description of interest, number of packages, their value, carrier's receipt number and date.

IV. It is further agreed that the Assured will maintain sufficient advance premium deposit with the company to cover the declarations made failing which the company shall not be liable on any declarations to which balances are unavailable

OVER DECLARATION:

No liability to attach in respect of declarations in excess of amount insured by this open policy or subsequent endorsements.

Warranted that except, where a deposit premium or the actual premium is paid in advance, the liability of the company shall commence from the time payment of the premium is made to the company in respect of each declaration of dispatch.

VERIFICATION OF RECORDS

The Company shall have the privilege at any time during business hours to inspect the records of

the Assured in respect of the shipment or sending or risk falling within the terms of this contract.

CLAIMS

In the event of loss and/or damage which may give rise to a claim under this insurance, the Assured and/or the claimants shall observe and comply with the claims procedures as per IMPORTANT clause herein attached as a condition precedent to liability.

SHUT OUT CARGO

Cargo shut out ceases to be Insured hereunder unless by previous arrangement in which case all such cargo must be specially declared upon receipt of advices that it is shut out.

CANCELLATION

Cancellation of policy by the Insurer:

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

Cancellation of policy by the Insured:

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

- If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

- If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

INSTITUTE CARGO CLAUSE (A)

RISKS COVERED

1. Risks Clause

The insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4,5,6 and 7 below.

2. General Average Clause

This insurance covers general average and salvage charges adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6 and 7 or elsewhere in this insurance.

3. Both to Blame Collision Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to
Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners

under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6 and 7 or elsewhere in this insurance.

EXCLUSIONS

4. General Exclusions Clause

In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or lift van for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject- matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. Strikes Exclusions Clause

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labourdisturbances,

riotsorcivilcommotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the

Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially

agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11.Insurable Interest Clause

11.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter insured at the of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

12.Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject- matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in the Clauses
4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13.Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning, and forwarding the subject matter to the destination to which it is insured would exceed its value on arrival.

14. Increased Value Clause

14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the

Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonable incurred in pursuance of these duties.

17. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. English Law and Practice Clause

This insurance is subject to English law and practice. (Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.)

INSTITUTE CARGO CLAUSE (B)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clauses 4,5,6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress

1.1.6 earthquake volcanic eruption or lightning,

1.2 loss of or damage to the subject-matter insured caused by

1.2.1 general average sacrifice

1.2.2 jettison or washing overboard

1.2.3 entry of sea lake or river water into vessel craft hold conveyance container lift van or place of storage,

1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

2. General Average Clause

This insurance covers general average and salvage charges adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6 and 7 or elsewhere in this insurance.

3. Both to Blame Collision Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship-owners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. General Exclusion Clause

In no case shall this insurance cover

4.1 loss damage or expense attributable to willful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject- matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject- matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the

Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other

destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. Termination of Contract of Carriage Clause

If owning to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11. Insurable Interest Clause

11.1 In order recover under this insurance the Assured must have an insurable interest in the subject-matter insured the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

12. Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject- matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter

insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject- matter to the destination to which it is insured would exceed its value on arrival.

14. Increased Value Clause

14.1 If any Increased Value insurance is effected by Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16. Duty of Assured Clause

It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. English Law and Practice Clause

This insurance is subject to English Law and Practice.

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to cover is dependent upon compliance with this obligation.

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INSTITUTE CARGO CLAUSES (C)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by

1.2.1 general average sacrifice

1.2.2 jettison.

2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in

Clauses 4,5,6 and 7 or elsewhere in this insurance.

3. Both to Blame Collision Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship-owners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. General Exclusions Clause

In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment

of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject- matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or lift van for the safe carriage of the subject-matter insured,where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subjectmatter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war

7. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from political motive.

DURATION

8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution Or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. Termination of Contract of Carriage Clause

If owning to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur

or

9.2 If the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11. Insurable Interest Clause

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at port or place other than that to which the subject-matter is covered under this insurance, the underwriters will reimburse the Assured for any extra charges properly

and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13.Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject- matter to the destination to which it is insured would exceed its value on arrival.

14.Increased Value Clause

14.1 If any Increased Value insurance is effected by Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of amounts insured under all other insurances.

BENEFIT OF INSURANCE

15.Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16.Duty of Assured Clause

It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17.Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or

recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. English Law and Practice Clause

This insurance is subject to English Law and Practice.

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to cover is dependent upon compliance with this obligation.

1/1/82

INSTITUTE CARGO CLAUSE (AIR) (excluding sendings by Post)

RISKS COVERED

1. Risk Clause

This insurance covers all risks of loss of or damage to the subject- matter insured except as provided in Clauses 2,3 and 4 below.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this insurance cover

2.1 loss damage or expense attributable to willful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency of unsuitability or packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe

carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 loss damage or expense arising from the use of any weapon of war employing atomic or

nuclear fission and / or fusion or other like reaction or radioactive force or matter.

3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

3.3 derelict mines torpedoes bombs or other derelict weapons of war.

4. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

4.2 resulting from strikes, lock-outs labour disturbances, riot or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. Transit Clause

5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein

5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit

5.1.2.2 for allocation or distribution or

5.1.3 on the expiry of 30 days after unloading the subject- matter insured from the aircraft at the final place of discharge,whichever shall first occur.

5.2 If, after unloading from aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of

Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

6. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance

shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested

when the insurance shall remain its force, subject to an additional premium if required by the Underwriters, either

6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

6.2 If the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Change or Transit Clause

Where, after attachment of this insurance, the destination is charged by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject- matter to the destination to which it is insured hereunder.

This clause 9, which does not apply to general average or salvage charges, shall be subject to theexclusioncontained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10. Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject- matter to the destination to which it is insured would exceed its value on arrival.

11. Increased Value Clause

11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

11.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

12. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

13. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

14. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

15. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

16. English Law and Practice Clause

This insurance is subject of English law and practice.

NOTE: It is necessary for the Assured when they become aware of an event which is "'held covered" under this insurance to give prompt notice to the Underwriters and the right such cover is dependent upon compliance with this obligation.

INLAND TRANSIT (RAIL OR ROAD) CLAUSE - A (ALL RISKS)

RISKS COVERED

1. Risks Clause

This insurance covers all risks of loss or damage to the subject-matter insured except as provided in Clauses Nos. 2, 3, & 4 below

EXCLUSIONS

2. General Exclusion Clause

In no case shall this insurance cover of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war.

4. Strike Exclusion Clause

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

4.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions

4.3 caused by any terrorist or any person acting from political motive.

DURATION

5. Transit Clause

This insurance attaches from the time the goods leave the warehouse and / or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any,

(I) until delivery to the final warehouse at the destination named in the policy, or

(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or

(iii) in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

CLAIMS

6. Insurable Interest Clause

6.1 in order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of

insurance was concluded unless the Assured were aware of the loss and the underwriters were not.

BENEFIT OF INSURANCE

7. Not to Inure Clause

This insurance shall not inure the benefit of the carrier or other bailees.

MINIMISING LOSSES

8. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose or averting or minimising such loss and

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Waiver Clause

Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

10. Reasonable Dispatch Clause

It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

11. This insurance is subject to Indian law and practice.

INLAND TRANSIT (RAIL OR ROAD) CLAUSE - B (BASIC COVER)

RISKS COVERED

1. Risks Clause

This insurance covers except as provided in Clauses 2, 3 & 4 below, the risks of physical loss or damageto the insured goods caused by

a) I) fire

ii) lightning

iii) breakage of bridges

b) I) collision with or by the carrying vehicle ii) overturning of the carrying vehicle

iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle

EXCLUSIONS

2. General Exclusion Clause

In no case shall this insurance cover

2.1 loss damage or expense attributable to willful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war

4. Strike Exclusion Clause

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen or persons taking part in labourdisturbances, riots orcivil commotions

4.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive

4.4 deliberate damage to or deliberate destruction of the subject- matter insured or any part thereof by the wrong act of any person or persons.

DURATION

5. Transit Clause

This insurance attaches from the time the goods leave the warehouse and / or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any,

(I) until delivery to the final warehouse at the destination named in the policy, or

(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or

(iii) in respect of transit by Road only, until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out- Agency.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of loss.

6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

BENEFIT OF INSURANCE

7. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailees.

MINIMISING LOSSES

8. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose or averting or minimising such loss and

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway
/ lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

10. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

11. This insurance is subject to Indian law and practice.

INLAND TRANSIT (RAIL OR ROAD) CLAUSE - C (Fire Risks Only)

RISKS COVERED

1. Risks Clause

This insurance covers except as provided in Clauses 2, 3 & 4 below, the risks of physical loss or damageto the insured goods caused by

a) fire

b) lightning

EXCLUSIONS

2. General Exclusion Clause

In no case shall this insurance cover

2.1 loss damage or expense attributable to wilful misconduct of the Assured

2.2 ordinary leakages, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war

4. Strike Exclusion Clause

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen or persons taking part in labourdisturbances, riots or civil commotions

4.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions

4.5 caused by any terrorist or any person acting from a political motive

4.6 deliberate damage to or deliberate destruction of the subject- matter insured or any part thereof by the wrong act of any person or persons.

DURATION

5. Transit Clause

This insurance attaches with the loading of each bale or package into the wagon / truck for the commencement of transit and continues during the ordinary course of transit including customary transshipments, if any, and ceases immediately on the unloading of each bale or package

a) at the railway station at destination named in the Policy in respect of transit by rail

b) at the destination named in the Policy in respect of transit by road.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of loss

6.2 Subject to 6.1 above the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the Underwriters were not.

BENEFIT OF INSURANCE

7. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailees.

MINIMISING LOSSES

8. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose or averting or minimising such loss and

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railways / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

10. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

11. This insurance is subject to Indian law and practice.

REGISTERED POST PARCEL CLAUSE

RISK COVERED

This insurance covers all risks of physical loss or damage to the subject matter insured except as provided in clause Nos. 2,3, & 4 below.

EXCLUSIONS

1. In no case shall this Insurance cover

1.1 loss damage or expenses attributable to willful misconduct of the assured.

1.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.

1.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 2.3. "packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance by the Assured or their servants)

1.4 loss damage or expenses proximately caused by delay even though the delay be caused by a risk insured against.

1.5 loss damage or expense caused by inherent vice or nature of the subject matter insured.

2. In no case shall this insurance cover loss damage or expense caused by

2.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

2.2 capture seizure arrest restraint or detainment and the consequence thereof or any attempt thereat.

2.3 derelict mines, bombs or other derelict weapons of war.

3. In no case shall this insurance cover loss damage or expense

3.1 caused by strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

3.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions.

3.3 Caused by any terrorist or any person acting from a political motive.

DURATION

4. This insurance attaches from the time the insured parcel is delivered by the Insured at the Post Office named in the Policy against their receipt and continues in the ordinary course of transit and:

a. ceases immediately the same is delivered to the consignee at destination by the Postal authorities or

b. on expiry of seven days after the date of arrival of the Parcel at the destination town name in the Policy, whichever shall first occur.

CLAIMS

5. In order to recover under the insurance the Assured must have insurable nterest in the subject matter insured at the time of loss

BENEFIT OF INSURANCE

6 This Insurance shall not Innure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

7 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

7.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and

7.2 to ensure that all rights against Postal Authorities or other third parties are properly preserved and excercised by lodging a monetary claim against the Postal authorities/third parties immediately on receipt of the Parcel or within the time as prescribed by the relevant statute, and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

8. Measures taken by the assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

It is a condition of this Insurance that the assured shall act with reasonable despatch in all circumstances within their control.

ADDITIONAL WARRANTY FOR POLICY COVERING SECURITIES

Warranted that in the event of loss or damage to the Securities, the indemnity will be limited to the cost of obtaining duplicate securities unless it is established that the lost securities have been encased fraudulently.

REGISTERED POST PARCEL CLAUSE DULY AMENDED FOR COURIER SHIPMENTS

RISK COVERED

1. **This insurance covers all risks of physical loss or damage to the subject matter insured except as provided in clause Nos. 2,3, & 4 below.**

EXCLUSIONS

In no case shall this Insurance cover

a. loss damage or expenses attributable to wilful misconduct of the assured.

b. ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.

c. loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 2.3. "packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance by the Assured or their servants)

d. loss damage or expenses proximately caused by delay even though the delay be caused by a risk insured against.

e. loss damage or expense caused by inherent vice or nature of the subject matter insured.

2. In no case shall this insurance cover loss damage or expense caused by

a. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

b. capture seizure arrest restraint or detainment and the consequence thereof or any attempt thereat.

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

3. In no case shall this insurance cover loss damage or expense

a. caused by strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

b. resulting from strikes, lock-outs, labour disturbance, riots or civil commotions.

c. caused by any terrorist or any person acting from a political motive.

GENERALI Central INSURANCE

DURATION:

4. This insurance attaches from the time the Courier collects the subject-matter insured and Courier Receipt(s) thereof duly issued and continues in the ordinary course of transit and:

a. is delivered to the consignee at destination by the Courier

b. on expiry of seven days after the date of arrival of the subject- matter at the destination town named in the Policy, whichever shall first occur.

CLAIMS:

5.6.1 In order to recover under the insurance the Assured must have insurable interest in the subject matter insured at the time of loss

BENEFIT OF INSURANCE:

6. This Insurance shall not Innure to the benefit of the carrier or other bailee.

MINIMISING LOSSES:

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

a. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

b. to ensure that all rights against Courier Company or other third parties are properly preserved and exercised by lodging a monetary claim against the Courier Companies/third parties immediately on receipt of the Parcel or within the time as prescribed by the relevant statute, and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties

8. Measures taken by the assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party

.

AVOIDANCE OF DELAY:

9. It is a condition of this Insurance that the assured shall act with reasonable despatch in all circumstances within their control.

ADDITIONAL WARRANTY FOR POLICY COVERING SECURITIES:

Warranted that in the event of loss or damage to the Securities, the indemnity will be limited to the cost of obtaining duplicate securities unless it is established that the lost securities have been encashed fraudulently.

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

1. Risks Clause

This Insurance covers, except as provided in Clauses 3 and 4 below, loss or of or damage to the subject-matter insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

2. General Average Clause

This Insurance covers general average and salvage charges, adjusted or determined according to the contact of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. General Exclusions Clause

In no case shall this Insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expenses caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 loss damage or expenses arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

4. Unseaworthiness and Unfitness Exclusion Clause

4.1 In no case shall this Insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or lift van for the carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

5.1 This Insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution, or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this Insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this Insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

6. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this Insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur

Or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Increased Value Clause

9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein, the agreed value of the cargo shall be deemed to be increased to the total amount insured under this Insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this Insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

11. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as ma ybe reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. Reasonable Despatch Clause

It is a condition of this Insurance that the Assured shall act with reasonable despatch in all circumstances within their control

LAW AND PRACTICE

14. English Law and Practice Clause

This Insurance is subject to English law practice.

NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this insurance cover

2.1 loss damage or expense attributable to wilful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is

carried out prior to attachment of this insurance or
by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 oss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

2.9 any claim based upon loss of or frustration of the voyage or adventure

2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter

2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strike arising therefrom, or any hostile act by or against a belligerent power.

DURATION

3. Transit Clause

3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place

of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

3.1.1 on delivery to consignees' or other final warehouse, premises or place of storage at the destination named herein

3.1.2 on delivery to any other warehouse, premises or place or storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1 for storage other than in the ordinary course or transit or
3.1.2.2 for allocation or distribution or

3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge whichever shall first occur.

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions at Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

4. Termination of Contract of Carriage Clause

If owning to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specifically agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have aninsurableinterestinthesubject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

7. Increased Value Clause

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount

insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

9. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

11. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

12. English Law and Practice Clause

This insurance is subject to English law and practice.

NOTE: It is necessary for the Assured when they become aware of an event which is "'held covered"' under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSE (CARGO)

RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to willful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

11.1.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of

4.2vessel craft conveyance container or lift van for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. The Underwriters waive an ybreach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. 5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject- matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium of such insurance

5.1.3 reattaches when, without having discharged the subject- matter insured at the final port or place of discharge, the vessel sails there from,

and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject- matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of thevessel at the final port or placeofdischarge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

or

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,

or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sending's by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subjectmatter insured is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or nay part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. (For the purpose of Clause 5)

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

6. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

8. **8.1** In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

8.2 Subject to 8.1 above , the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall bedeemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased. Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatchin all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSE (AIR CARGO) (excluding sendings by Post)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this Insurance cover

2.1 loss damage or expense attributable to wilful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject manager insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 any claim based upon loss of or frustration or the voyage or adventure

2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

DURATION

3. Transit Clause

3.1 This Insurance

3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject- matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this Insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the Insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the Insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this Insurance continues subject to the terms of these clauses or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that shall be deemed to be the final place of discharge and such insurance terminates in accordance with

3.1.2. If the subject matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject- matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.

(For the purpose of Clause 3 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. Change of Transit Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have aninsurableinterestinthesubject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7. Increased Value Clause

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this Insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts

insured under all other insurances.

BENEFIT OF INSURANCE

8. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMSING LOSSES

9. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

11. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

12. English Law and Practice Clause

This Insurance is subject to English law and practice.

Note: It is necessary for the Assured when they become aware of an event which is "'held covered'" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the Cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

1). This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self propelled vessels of steel construction classed with a Classification Society which is:

1.1. a Member or Associate Member of the International Association of Classification Societies (IACS*), or

1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter island route within an archipelago of which that nation forms a part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable market rate on reasonable commercial market terms.

AGE LIMITATION

2). Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15, years of age unless they :

2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specific ports, and do not exceed 25 years of age, or

2.2. were constructed as containerships, vehicle carriers or double skin open hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established arid regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3). The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4). A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5). Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

6). This insurance is subject to English law and practice. CL 354

CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board:

1) passenger vessels transporting more than 12 passengers and

2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 Gt or more.

In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code

Document of Compliance when, at time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either:-

i) that such vessel was not certified in accordance with the ISM Code.

Or

ii) that a current Document of Com pliance was not held b y her owners or operators as required under the SOLAS Convention 1974 as amended.

The exclusion shall not apply where this Insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter Insured in good faith under a binding contract.

STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSE
(Inland Transit not in conjunction with Ocean Going Voyage)

RISKS COVERED

1. Risks Clause

Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below loss of or damage to the subject-matter insured caused by:

1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,

1.2 any terrorist or any person acting from a political motive,

1.3 malicious acts vandalism or sabotage.

EXCLUSIONS

2. General Exclusions clause

In no case shall this insurance cover:

2.1 loss or damage proximately caused by delay, inherent vice or nature of the subject-matter insured

2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

2.4 loss or damage caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom,or any hostile act by or against a belligerent power.

LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than the vehicle belonging to the owner of goods) or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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 of war employing atomic or nuclear fission and / or fusion or other reaction or radioactive force or matter.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

twithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event,

SHALL TERMINATE:

Either

1.1 As per the transit clauses contained within the Policy,

or

1.2 On delivery to the Consignee's or other final warehouse or place of storage at the destination named

herein,

1.3 On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject- matter insured from the aircraft at the final place of discharge, whichever shall first occur.

2 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

3 This clause is subject to English law and practice.

IMPORTANT NOTICE

Procedure in the event of Loss or Damage for which Underwriters

may be liable. Liability of Carriers, Bailees or other Third Parties

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 For Ocean Shipments

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 minimizing 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. 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 as found at such survey.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official.
4. In no circumstances except under written protest, to give clean receipts where goods are in doubtful condition.
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.

Note: The consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents 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 Notice together with Shipping Specification and / or weight notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing Account and weight notes, Remarks Lists at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

FOR INLAND DISPATCHES

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/Consignees must:

1. under no circumstances, given clean receipts to the Carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest.
2. take examined delivery from the Carriers of any packages which are outwardly damaged or appear to have been tampered with and obtain a Certificate of Damage and/or Shortage from the Carriers, if the Carriers should refuse to grant examined delivery, suitable remarks as to the condition of the packages and the contents thereof should be made in the Railway Station Delivery Book or on the negotiable copy of the Consignment Note in the case of dispatches by Road/Aircraft.
3. take weighment/examined delivery of any packages which are in an outwardly sound condition, but deficient in weight, as compared with the booked weight, and obtain a Certificate of Shortage from Carriers, if deficiency in weight is proved.
4. issue notice of claim against the Carriers by Registered Post A/D.

Note: The Company's liability shall succeed and not in any way supersede that of the Carriers, Bailees or other third parties concerned.

DOCUMENTATION OF CLAIMS

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

1. Original policy or Certificate of Insurance.
2. Originals or copies of the Supply Invoice and Packing / Weight specifications.
3. The negotiable or other copy of the Carriers' Receipt and/or the original of the Carriers' Certificate of non- delivery or Certificate of Damage and / or Shortage.
4. Survey Report or other documentary evidence of the loss or damage.
5. Copies of Notices of Claim against the Carriers and other Third Parties together with the relative Postal Registration Receipts and receipted A/D Cards and copies of all subsequent correspondence exchanged with them.
6. Claim Bill.

PROCEDURE FOR CLAIMS AGAINST CARRIERS

In the event of loss of or damage to the interest insured whilst in the custody of the Carriers, a proper notice of claim, specifying details of the consignment, full booking particulars, the nature and extent of loss / damage and the amount of compensation, with COPIES of the relative Supply Invoice and the Carrier's Certificate of Non- delivery or Certificate of Damage and/or Shortage, must be issued against.

a. The General Managers or Chief Commercial Superintendents of the Railway Administrations on which the booking and destination stations lie within 6 months from the date of booking in terms of section 106 of the Indian Railways (Amendment) Act, 1989 (Subject to amendments to the Indian Railway Act); or

b. The Owners of the Inland Vessels or the Road Carries concerned (booking and destination offices) within 6 months from the date of booking in terms of Section 10 of the Carriers' Act 1865; or

c. The Air Carriers concerned, within 7 days from the date of delivery of the goods at destination or, in the case of non-delivery, within 14 days from the date of booking, in terms of Rule 26(2) chapter III of the Indian Carriage by Air Act; or

d. The Postal Authorities concerned within 6 months from the date of booking.

Notice of claim as above should be served by the actual owners of the goods (consignors of consignees as the case may be) such notice should specify that they are also being served on behalf of the Insurers.

The Postal Registration Receipts and receipted A/D Cards relative to such notices of claim, also any official acknowledgements / replies from

the Carriers should be carefully preserved.

The originals of the Carriers' Receipt or Certificate of Non-delivery or Certificate of Damage and/or shortage must not be surrendered to the Carriers without prior reference to the Company.

Note: For legal interpretation English version will hold good.

FREE ON BOARD (F.O.B.) CLAUSE

A. When loading is done directly from Wharf/ Quay:

"This insurance is extended to cover the interest insured until the goods are placed on board the oceangoing vessel or lash barges (including Sling Loss) or until expiry of two weeks after arrival of goods at the place of storage at the port town and/ or docks awaiting shipment, whichever shall first occur."

B. When loading is done midstream by craft, raft or lighter:

(i) When the inland transit cover is subject to Inland Transit (Rail or Road) Clause-B with or without extraneous risks, then,

(a) in addition to clause stated under item (A) above, the following clause shall be applicable whilst the insured interest is waterborne in the course of transit to the vessel:

"This insurance also covers loss of or damage to the subject matter insured reasonably attributable to:

i. Craft, raft or lighter being stranded, grounded, sunk or capsized
ii. fire, lightning, collision or contact of the craft, raft or lighter or conveyance with any external

object other than water

iii. Total loss of any package lost in loading, transhipment or discharge."

(b) Risk of jettisoning may be covered in conjunction with basic cover as above in which event the following clause shall apply:

"including the risk of jettisoning due to stress of weather only". When the inland transit cover is subject to Inland Transit (Rail or Road) Clause-A, the Clause stated under item (A) above will only apply.

SELLER'S INTEREST INSURANCE CLAUSE

In respect of those exports sold on F.O.B., C&F. or similar terms and where the Assured are not obliged or instructed to arrange insurance

hereunder, the following shall apply :

1. This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on "free on board" and "cost and freight" terms dispatched on or after the commencement date appearing in the Policy.
2. This Policy covers physical loss or damage to the cargo insured, subject to the terms and conditions of the policy, to protect only the interest of the Insured mentioned therein. This insurance is not assignable to any other person who may acquire insurable interest in respect of property insured excepting a banker operating in India; any assignment other than as stated shall render the policy void.
3. Warranted that the Insured shall not change the terms of the contract of sale relating to goods insured hereunder subsequent to the operation of a peril insured against for the purpose of securing indemnity under this policy.
4. Warranted that the insured shall safeguard all contractual and other right against the buyers, carriers and other parties concerned with the transactions and transport of the goods covered herein.
5. Warranted that the Assured must use all reasonable and usual care, skill and aforethought and take all practical measures, including measures which may be required by the Insurers to prevent or minimize loss.
6. Warranted that the existence of this insurance is not to be disclosed to the buyer.
7. No claim shall be payable hereunder if either the named insured or the buyer of the insured goods is entitled to indemnification under any other policy covering the same goods, which may be in existence. Claims, if any, is payable in Indian currency only.
8. Underwriters shall be subrogated to the Assureds' rights and benefits against the buyer and/or buyer's insurers, and/or carrier(s) and/or other third parties.
9. This policy does not cover the risks which could be covered, or which are insurable by the Export Credit Guarantee Corporation

INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril

covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

REPLACEMENT CLAUSE (SECOND HAND MACHINERY)

In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the policy, the Company shall be liable only for the cost of repairing or replacing such part or parts, subject to the condition that settlement of the claim will be made in the same proportion which the insured value of the machine bears to the current market value of a similar new machine.

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

IMPORT DUTY INSURANCE CLAUSE

This insurance is on increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of duty payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

a) Total loss of whole or part of cargo prior to the duty becoming payable
b) General Average, Salvage and / or Salvage charges arising from any casualty occurring prior to the duty becoming payable.

In ascertaining the amount of the claim recoverable hereunder credit shall be given for any rebates or refund of duty which may become allowable.

This insurance shall not be valid if effected after the arrival of the vessel at the destination port. Warranted that:

1. The Assured is the holder or assignee of the Import License, or is the actual user who has purchased goods from recognized Export House / Chanalising Agency.
2. This Policy is not assignable.
3. No claim shall be paid for Duty until the claim under the C.I.F. value insurance policy is payable and proof of liability for the loss under that policy shall be furnished to the Company. This provision need not apply to cases where CIF is insured overseas due to contractual obligation.
4. This is not a valued polic y as defined in the Marine Insurance Act. Claims under this policy are payable on the basis of actual duty paid or on the basis of the sum insured, whichever is less.
5. In the event of a claim under this policy, immediate notice of loss shall be given to the company and a reasonable opportunity given to the company to survey and assess the loss. The assured shall co-operate with the company and take all reasonable measures to minimize or prevent a loss. The assured shall also lodge a claim with the Customs Authorities within the stipulated time for refund of duty where admissible and with the carriers or other others for recovery of duty paid in respect of such damaged or lost cargo and any recovery relating to the duty paid shall be credited to the Company.

Grievance

Redressal of Grievance

In case of any grievance the insured person may contact the company through
Website: https://generalicentralinsurance.com
Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800
Email: gcicare@generalicentral.com
Courier: Grievance Redressal Cell, Generali Central Insurance Company Limited
Unit No. 301, 3rd Floor Part, Building No. 8, Mindspace IT/ITES SEZ, MIDC Industrial Area, Airavali, Navi Mumbai, Thane District – 400 708.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GCIGRO@generalicentral.com or call at: 7900197777

For updated details of grievance officer, kindly refer the link generalicentralinsurance.com/customer-service/grievance-redressal

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - https://bimabharosa.irdai.gov.in/

"STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"

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Generali Central Insurance Company Limited (**Formerly known as** Future Generali India Insurance Company Limited) | **Registered Office:** Unit No. 801 & 802, 8th Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | **IRDAI Regn. No.:** 132 | **CIN:** U66030MH2006PLC165287 | **Website:** https://generalicentralinsurance.com | **Email ID:** gcicare@generalicentral.com | **Toll-free Phone:** 1800 220 233 / 1860 500 3333/ 022 6783 7800

GENERALI Central INSURANCE

GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Generali Central Insurance, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

What is a grievance?

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or voice based electronic scripts), of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

“Complainant” means a policyholder or prospect or any beneficiary of an insurance policy who has led a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint Form
Call us on **1800 220 233/ 1860 500 3333/ 022-67837800** Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.	**Click here** **to know more**	**Write to us at** **GCIcare@generalicentral.com** Senior citizens can avail priority support by writing to care.assure@generalicentral.com	**Click here** to know your nearest branch.	**Click here** to raise complaint.

By when will my grievance be resolved?

- You will receive grievance acknowledgement from us immediately for your complaint.
- Final resolution will be shared with you within 2 weeks of receiving your complaint.
- Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

How do I escalate my complaint if I don't receive a response on time?

- You may write to our Grievance Redressal Officer at **GCIGRO@generalicentral.com**
- You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address:

  GENERALI CENTRAL INSURANCE COMPANY LIMITED (Formerly known as Future Generali India Insurance Company Limited)

  Unit No. 301, 3rd Floor Part, Building No. 8, Mindspace IT/ITES SEZ, MIDC Industrial Area, Airavali, Navi Mumbai, Thane District – 400 708.

GRIEVANCE REDRESSAL PROCEDURE

What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority of India (IRDAI).

- Call on toll-free number: **155255**
- **Click here** to register complaint online

Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel **(care.assure@generalicentral.com)** as complaints for faster attention or speedy disposal of grievance, if any.

Insurance Ombudsman:

If you are still dissatisfied with the grievance redressal, you may approach the Office of the Insurance Ombudsman located in your vicinity, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, are available on the website a **(https://www.cioins.co.in/About**) of the Insurance Ombudsman. **Click here** to access the list of insurance Ombudsman office.

You can also lodge an online complaint through the website of the Council for Insurance Ombudsmen (CIO): **https://www.cioins.co.in/**