

## MARINE INLAND POLICY

### Preamble

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issuance of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Part I,II and III of the Schedule, that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured / appropriate benefit will be paid by the Company.

### PART I OF SCHEDULE

<b>&gt; Insured Details</b>	
Policy Number	:
Issued At	:
Name of the Insured	:
Mailing Address of the Insured	:
Intermediary Details	
Agency/Broker Code	:
Agency/Broker Name	:
Agent's/Broker's Mobile No.	:
Agent's/Broker's Email ID	:
<b>&gt; Policy Details</b>	
Period of Insurance	: From :
	To :
Subject Material Insured :	
Details of Transit	: From :
	To :
Mode of Conveyance	:
Total Sum Insured	: Rs.
Limit Per Sending	: Rs.
Limit Per Location	: Rs.
Description of Packaging	:
Basis of Valuation	:
Cargo Sum Insured	:
Premium Computation	

## MARINE INLAND POLICY

ITC (A) Cover	:
<hr/>	
Add on Covers	
<hr/>	
SRCC Cover	:
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Net Premium (Rounded Off)	:
<hr/>	
Service Tax (12 %)	:
<hr/>	
Education Cess on Service Tax (2 %)	:
<hr/>	
Higher Education Cess (1 %)	:
<hr/>	
Stamp Duty	:
<hr/>	
Total Amount (Rounded Off)	:
<hr/>	
Excess	
<hr/>	

### Clauses Description

1. Cargo Termination of Storage in Transit Clause - 2004
2. Cargo Termination of transit Clause ( Terrorism) - 2004
3. Inland Transit (Rail or Road) A- All Risk - 1994
4. Institute Chemical,Biological, Bio chemical Electromagnetic Weapons and Cyber attack Exclusion Clause - 01/11/2002
5. Institute Radio-Active Contamination Exclusion Clause - 01/11/2002
6. Limit per Sending (PSL): Notwithstanding anything to contrary contained in this contract, the limit of the insurer liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the company & suitable amendments have been made in the policy, insured will be self insurer and for partial losses condition of average will be applicable at time of claim. Limit per location (PLL): Notwithstanding anything to contrary contained in this contract, Companys liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy. This donates accumulation of all shipments at any one place at any one time, e.g. Intermediate storage, carriers or other godowns, at the port awaiting shipment & similar places. If such accumulations do take place exceeding the location limit, unless prior notice is given to the company & suitable amendments have been made in the policy, condition of average will be applicable at time of claim.
7. Strike, Riots & Civil Commotion Clause
8. Subject to Open Policy Clause as attached
9. The declaration for the cargo should be given on or before the 5th of every month.

### Warranties Description

1. Cutting clause: Warranted that the damaged portion should be cut off and the balance utilised.
2. For imported shipments purchased on CIF basis, where the risk is originating from any Indian port, the coverage will be as per ITC (B)
3. It is warranted that if the weight of the cargo exceeds than Registration Laden weight/ Licensed Carrying Capacity of the vehicle, as mentioned in the Registration Certificate of the vehicle, then any loss or damage arising out of such transit is not covered under the above mentioned policy
4. Warranted excluding the risks of loss or damage due to chipping, denting , scratching unless caused by ITC (B) perils.
5. Warranted that goods are transported in closed wagons and/or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water.
6. warranted that losses due to adulteration, contamination and deterioration of quality is excluded.

### Survey & Claim Settlement

In the event of loss or damage which may involve a claim under this insurance policy, immediate notice thereof should be given to insurer. In no case,such intimation shall be later than 7 days from date of delivery of consignment. The application for survey should be

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given to :

ICICI Lombard General Insurance Company LTD , ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

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Claims Payable By

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ICICI Lombard General Insurance Company Limited.

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Policy shall stand cancelled ab initio in the event of non realisation of the premium.  
Subject otherwise to terms and conditions of Marine Open Inland Declaration Policy.

Service Tax Registration No. :

GIS/MUMBAI-1/1528/2001

Service Tax Code Number :

AAACI7904GST001

Category :

General Insurance Business Services 00440005

The stamp duty of Rs. 0.50/- paid in cash or by demand draft or by pay order, vide Receipt/Challan No. 2510 dated April 20, 2012. Signed for and on behalf of the ICICI Lombard General Insurance Company Limited at Mumbai on August 14, 2012.



Mr. Sanjay Datta,

Head- Customer Service

ICICI Lombard General Insurance Company Ltd.

2001/73247056/00/000

## DECLARATION PROCESS

Dear Insured,

As per terms and condition of Marine Open Policy you are required to furnish declaration for each and every transit to us by 5th of every month for all the transits commenced in preceding month. The declaration can be submitted to us in following ways:

1. The certificate of insurance can be directly taken by you from our web based module ie online manager using your user id and password.

In case if you have not received user id and password, please contact [copsmarinertificate@icicilombard.com](mailto:copsmarinertificate@icicilombard.com) and mention your Policy No.

2. Alternatively the declaration can be submitted to us in attached declaration statement on or before 5th of every month for all transits commenced during the preceding month to the following email id :- [marinedeclaration@icicilombard.com](mailto:marinedeclaration@icicilombard.com)

The declaration will be uploaded on the online manager and you will receive the confirmation mail for the upload of declaration. We would like to clarify that no liability shall attach to the Insurer in respect of consignments which are not declared in the specified declaration format by 5th of every month.

### Declaration Format

Details	Field
Serial No	Mandatory
Policy No	Mandatory
Amount Declared	Mandatory
Invoice No	Mandatory
LR/RR No	Mandatory
LR/RR Date	Mandatory (Should be between policy period)
Consignee Name	Mandatory
Location From	Mandatory
Location To	Mandatory
Quantity	Mandatory
Description of Cargo	Mandatory
Mode of Conveyance	Optional (Use comma to separate multiple mode of transits : Air, Sea, Road)

## MARINE INLAND POLICY

### > PART II OF SCHEDULE

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

##### Scope of Cover

###### Risks Clause

- The Company hereby agrees, subject to the terms, exclusions and conditions herein contained, to indemnify loss or damage to the subject-matter insured as specified in Part I of the Schedule, against All Risks of loss or damage to the subject-matter insured as specified in Part I of the Schedule.

##### Exclusions

###### 1. General exclusion clause

The Company shall not be liable for:

- loss, damage or expense attributable to wilful misconduct of the Insured
- ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured;
- loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause "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 Insured or their servants);
- loss, damage or expense proximately caused by delay even though the delay be caused by a risk insured against;
- loss, damage or expense caused by inherent vice or nature of the subject-matter insured;
- 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. War exclusion clause

The Company shall not be liable for 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;
- capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat; or
- derelict mines, bombs or other derelict weapons of war.

###### 3. Strike exclusion clause

The Company shall not be liable for loss, damage or expense:

- caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;
- resulting from strikes, lock-outs, labour disturbances, riots or civil commotions; or
- caused by any terrorist or any person acting from a political motive.

##### Basis of assessment of claims

###### 1. Basis of assessment shall be:

- For total loss or non delivery of the entire insured property or the subject-matter insured as specified in Part I of the Schedule, the Sum Insured;
- For partial non-delivery, the proportionate amount of the Sum Insured;
- For shortage: proportionate Sum Insured
- For damage to insured property:
  - Repairable: Cost of repairs in full subject to Sum Insured being found adequate; otherwise settlement will be in the same proportion as the Sum Insured bears to the full insurable value.
  - Not Repairable: Proportionate Sum Insured for the item damaged

##### Policy related Terms and Conditions

###### 1. Duration of Transit

This insurance attaches from the time the subject-matter insured in terms of Part I of the Schedule leaves the warehouse and/or the store at the place named in Part I of the Schedule for the commencement of transit and continues during ordinary course of transit including customary transshipment if any and terminates either

- on delivery to the final warehouse or place of storage at the destination named in Part I of the Schedule, or
- on the expiry of 7 days after arrival of wagon/ vehicle carrying the consignment at the destination town, or
- on expiry of 30 days after arrival of subject-matter insured as specified in Part I of the Schedule at the destination town by air as specified in Part I of the Schedule, whichever shall first occur.

###### Note :

- The period of 7 days referred to above shall be reckoned from the midnight of the day:
  - For rail transportation: on arrival of railway wagon at the destination railway station; and
  - For road transportation: on arrival of vehicle at destination town.
- The period of 30 days referred to above shall be reckoned from the midnight of the day of arrival of the aircraft at the destination town.

###### 2. Claims

Insurable interest

- In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of loss;
- Subject to (i) above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance,

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not with standing that the loss occurred before the contract of insurance was concluded unless the Insured were aware of the loss and the Company were not.

### 3. Benefit of Insurance

Not to inure

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

### 4. Claim Documents

The claim documents which shall be provided in support of a claim are:

- 4.1 Claim form duly completed;
- 4.2 Original policy of insurance duly endorsed or issued in favour of the claimant in case of single despatch;
- 4.3 Relevant AWB/LR/RR (original) to be provided in case of non-delivery, endorsed/ issued in the name of the claimant.
- 4.4 Copy of correspondence lodging monetary claim with the relevant carrier within time limit prescribed in the respective Acts under a registered letter with acknowledgement due card or acknowledgement by the carrier.
- 4.5 Non delivery/ partial delivery/ open delivery/ assessment delivery certificates recording details of shortages or partial damage / loss or non-delivery as the case may be, issued by carriers.
- 4.6 Copy of Invoice and Packing List.

### 5. Claim Procedure

It is the duty of the Insured 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 Insured or their Agents/ Consignees must-

- 5.1 Under no circumstances, give clean receipts to the carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest
- 5.2 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; take weightment / 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; 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 / Airway Bill in the case of despatches by Road/ Aircraft, respectively.
- 5.3 Issue notices of claim against the carriers by registered Post Acknowledgement Due

#### Note :

The Company's liability shall succeed and not in any way supersede

that of the carriers, Bailees or other third parties concerned.

Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938 and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

### 6. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject-matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 7. Minimising Losses

#### 7.1 Duty of Insured

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

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

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

#### 7.2 Waiver clause

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the subject-matter insured as specified in Part I of the Schedule shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### 8. Avoidance of Delay

Reasonable despatch clause

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

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### INLAND TRANSIT (RAIL OR ROAD) CLAUSE - B (BASIC RISK)

#### Scope of Cover

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained to indemnify the risks of physical loss or damage to the insured property as specified in Part I of the Schedule caused by:

1.
  - 1.1 fire;
  - 1.2 lightning; or
  - 1.3 breakage of the bridges.
2.
  - 2.1 collision with or by the carrying vehicle;
  - 2.2 overturning of the carrying vehicle; or
  - 2.3 derailment or accidents of like nature to the carrying railway wagon / vehicle.

#### Exclusion

##### 1. General exclusion clause

The Company shall not be liable for

- 1.1 loss, damage or expense attributable to wilful misconduct of the Insured;
- 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 "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 Insured or their servants);
- 1.4 loss, damage or expense 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;
- 1.6 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. War exclusion clause

The Company shall not be liable for 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 consequences thereof or any attempt thereat; or
- 2.3 derelict mines, bombs or other derelict weapons of war.

##### 3. Strike exclusion clause

The Company shall not be liable for 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 disturbances, riots

or civil commotions; or

- 3.3 caused by any terrorist or any person acting from a political motive;
- 3.4 caused by deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons.

#### Basis of assessment

##### 1. Basis of assessment shall be:

- 1.1 For total loss or non delivery of the entire insured property or the subject-matter insured as specified in Part I of the Schedule, the Sum Insured;
- 1.2 For partial non-delivery, the proportionate amount of the Sum Insured;
- 1.3 For shortage: proportionate Sum Insured
- 1.4 For damage to insured property.
  - 1.4.1 Repairable: Cost of repairs in full subject to Sum Insured being found adequate; otherwise settlement will be in the same proportion as the Sum Insured bears to the full insurable value.
  - 1.4.2 Not Repairable: Proportionate Sum Insured for the item damaged.

#### Policy related Terms and Conditions

##### 1. Duration of Transit

This insurance attaches from the time the subject-matter insured in terms of Part I of the Schedule leaves the warehouse and/or the store at the place named in Part I of the Schedule for the commencement of transit and continues during ordinary course of transit including customary transshipment if any and terminates either

- 1.1 on delivery to the final warehouse or place of storage at the destination named in Part I of the Schedule, or
- 1.2 on the expiry of 7 days after arrival of wagon/ vehicle carrying the consignment at the destination town, or
- 1.3 on expiry of 30 days after arrival of subject-matter insured as specified in Part I of the Schedule at the destination town by air as specified in Part I of the Schedule, whichever shall first occur.

##### Note :

1. The period of 7 days referred to above shall be reckoned from the midnight of the day:
  - 1.1 For rail transportation: on arrival of railway wagon at the destination railway station; and
  - 1.2 For road transportation: on arrival of vehicle at destination town.
2. The period of 30 days referred to above shall be reckoned from the midnight of the day of arrival of the aircraft at the destination town.

##### 2. Claims

Insurable interest

- 2.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at



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the time of loss;

- 2.2 Subject to (i) above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, not with standing that the loss occurred before the contract of insurance was concluded unless the Insured were aware of the loss and the Company were not.

### 3. Benefit of Insurance

Not to inure

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

### 4. Claim Documents

The claim documents which shall be provided in support of a claim are:

- 4.1 Claim form duly completed;
- 4.2 Original policy of insurance duly endorsed or issued in favour of the claimant in case of single despatch;
- 4.3 Relevant AWB/LR/RR (original) to be provided in case of non-delivery, endorsed/ issued in the name of the claimant.
- 4.4 Copy of correspondence lodging monetary claim with the relevant carrier within time limit prescribed in the respective Acts under a registered letter with acknowledgement due card or acknowledgement by the carrier.
- 4.5 Non delivery/ partial delivery/ open delivery/ assessment delivery certificates recording details of shortages or partial damage / loss or non-delivery as the case may be, issued by carriers.
- 4.6 Copy of Invoice and Packing List.

### 5. Claim Procedure

It is the duty of the Insured 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 Insured or their Agents/ Consignees must-

- 5.1 Under no circumstances, give clean receipts to the carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest
- 5.2 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; 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; 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 / Airway Bill in the case of despatches by Road/ Aircraft, respectively.

- 5.3 Issue notices of claim against the carriers by registered Post Acknowledgement Due

#### Note :

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

Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938 and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

### 6. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject-matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 7. Minimising Losses

#### 7.1 Duty of Insured

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

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

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

#### 7.2 Waiver clause

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the subject-matter insured as specified in Part I of the Schedule shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### 8. Avoidance of Delay

Reasonable despatch clause

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

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### MARINE OPEN POLICY CONDITION

#### Inland Transit Insurance

1. This Marine Open Policy is effected to insure the interest specified herein dispatched either by or for account of the Insured in which they have an insurable interest.
2. It is a condition of the Policy that the Insured are bound to declare hereunder each and every consignment without exception, Company being bound to accept upto but not exceeding the Sum Insured specified in Part I of the Schedule.

#### 1. Period of Policy

This Policy is to remain in force for a period specified in Part I of the Schedule unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations whichever is earlier.

#### 2. Declaration :

It is hereby agreed that the Insured will record full particulars of each despatch in a Declaration Statement in the chronological order assigning declaration number for each such despatch. A copy of the statement so completed should be posted to the Company for every fortnight during the first week of the following fortnight.

Details of Declaration statement are:

- 2.1 Date and Number of :
  - 2.1.1 Railway Receipt;
  - 2.1.2 Lorry Receipt
  - 2.1.3 Postal Receipt;
  - 2.1.4 Airway bill;
- 2.2 Description of goods despatched;
- 2.3 Value of goods as specified in Part I of the Schedule;
- 2.4 Details of packing

#### 3. Limit per Sending

This Policy is for total Sum Insured as mentioned in Part I of the Schedule. However, the amount declarable on any one despatch/ sending is subject to the limit per sending as specified in Part I of the Schedule.

#### 4. Valuation

The shipments insured hereunder are to be valued as specified in Part I of the Schedule.

#### 5. Cancellation

This Policy is subject to cancellation by either party on giving 15 days Notice in writing to this effect (except in the case of strike, riot and civil commotion risks which is subject to 48 hours notice of cancellation). Notice period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

This Marine Open Policy Condition Clause shall be subject otherwise to the terms and conditions of the Marine Inland Transit Insurance

Policy.

### SPECIAL DECLARATION POLICY CONDITION

#### Inland Transit Insurance

- 1.1 This Special Declaration Policy is effected to insure the interest specified herein despatched either by or for account of the Insured in which they have insurable interest.
- 1.2 The policy is not assignable or transferable. However, where interest in respect of the goods in transit has passed on to the consignee, claims if any may be settled with such consignee if so requested by the Insured.
- 1.3 100% of the premium on estimated annual turnover shall be paid by the Insured at the inception of the policy.
- 1.4 It is a condition of the policy that the Insured is bound to declare here under each and every consignment without exception, the Company being bound to accept upto but not exceeding the Sum Insured specified in Part I of the Schedule.

#### 2. Period of Policy

This Policy is to remain in force for a period as specified in Part I of the Schedule unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations, whichever is earlier.

#### 3. Sum Insured

- 3.1 The Sum Insured under the Policy is the Estimated Annual Turnover. It shall be arrived at on the basis of fair estimate of total despatches of insured goods during the policy period, including inter- depot movements and despatches to distribution or processing centres.
- 3.2 Minimum Annual Estimated despatches i.e. Annual Turnover (including inter - depot movements) shall be Rs. 2 Crores for the individual Insured concerned.
- 3.3 Increase in Sum Insured under the Policy is allowed on payment of difference in premium involved only twice during the currency of the Policy, at the absolute discretion of the Company. Once Sum Insured under the Policy including the increase if any, is exhausted, cover under the Policy shall cease to operate.

#### 4. Declaration Clause

- 4.1 Total value of goods in transit shall be declared on a quarterly basis in the form of a certified statement within a period of 30 days from the end of the quarter.
- 4.2 The Insured shall submit final declaration within 30 days of expiry of the Policy.

#### 5. Valuation Clause

The shipments insured hereunder are to be valued as specified in Part I of the Schedule.

#### 6. Limit per sending

The Policy is a for a total Sum Insured as specified in Part I of the Schedule. However, the amount declarable on any one despatch/

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sending is subject to the limit per sending as specified in Part I of the Schedule.

### 7. Adjustment Clause

Final premium will be adjusted (downward adjustment only) on receipt of the final declaration which must be submitted within 30 days from the expiry of the Policy.

### 8. Cancellation

This Policy is subject to cancellation by either party on giving 15 days Notice in writing to this effect (except in the case of Strike, Riot and Civil Commotion risks which is subject to 48 hours notice of cancellation). Notice period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

This Special Declaration Policy Condition Clause shall be subject otherwise to the terms and conditions of the Marine Inland Transit Insurance Policy.

### Strike Riots and Civil Commotions Clause (Inland Transit Not in Conjunction with Ocean Going Voyage)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the exclusion number 2 (iii) of the policy stands deleted, subject otherwise to the terms and conditions of this extension.

#### 1. Extension

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; or
- 1.3 persons acting maliciously.

It is hereby agreed and declared that exclusion under Clause 2 (ii) of Part II of the Schedule is deleted.

#### 2. Exclusions

In no case shall the Company be liable for:

- 2.1 Loss, damage or expense 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; or
- 2.4 loss, damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or any hostile act by or against a belligerent power.

Provided always that all other terms, conditions, provisions and exceptions

in the policy shall apply to this extension as if they have been incorporated herein.

### Warranties Inland Transit Insurance

In and with respect to each policy and the subject-matter of insurance, the following warranties/ conditions shall be applicable:

1. For C.I.F value insurance: "Warranted insured value herein does not exceed C.I.F cost plus ten percent."
2. For insurance of foodstuffs, meat, fish and similar edible item: "Warranted excluding the risks of rejection by government authorities at part of destination unless for damage recoverable as per Policy conditions."
3. For insurance of grains, seeds and similar cargo: "Warranted excluding natural loss in weight and /or trade shortage."
4. For insurance of fragile goods such as glass, firebricks etc.: "Warranted excluding the risks of loss or damage due to chipping, denting and scratching."
5. For bagged cargo: "Excluding the risks of shortage from sound bags."
6. Cutting clause for goods such as cast iron pipes, asbestos sheets, etc.: "Warranted that the damaged portion should be cut off and the balance utilised."
7. Label clause for bottled, tinned, canned goods: "Excluding damage to labels unless the goods themselves are damaged at the same time."
8. Institute Replacement clause: "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 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 the Company exceed the insured value of the complete machine."
9. Pair and set clause: "Where any item insured under this policy consists of articles in a pair or set, the Company's liability shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair or set and in any event not more than a proportionate part of the insured value of the pair or set."
10. Replacement Clause for second hand goods: "Where goods lost or damaged are second hand, this insurance is only to pay such proportion of the cost of repair or replacement plus charges for forwarding and refitting if incurred as the insured value bears to the cost of new goods based on present values. The consignment covered hereunder is insured for the market value on 'as is where is' condition."
11. If rate of premium is applicable to goods despatched in closed wagons / covered vehicles: "Warranted despatched at closed wagons/ covered vehicles only."
12. Refund for no claim: "Warranted if there is no claim under the policy, refund premium as may be determined in the sole discretion of the Company will be allowed."

## MARINE INLAND POLICY

### > PART III OF SCHEDULE

#### Standard Terms And Conditions

##### 1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

##### 2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

##### 3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

##### 4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

##### 5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

##### 6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

##### 7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company .

##### 8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

##### 9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

##### 10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

##### 11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall

11.1 Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.

11.2 Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.

11.3 Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as

## MARINE INLAND POLICY

provided in this Part.

- 11.4 Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

### 12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- 12.1 enter and/or take possession of the insured property, where the loss or damage has happened
- 12.2 take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- 12.3 keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and / or,
- 12.4 sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

### 13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any

way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

### 14. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon. If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

### 15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

### 16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

### 17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

### 18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company,

## MARINE INLAND POLICY

for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

### 19. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian currency only.

### 20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

### 21. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

### 22. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or email.

### 23. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

### 24. Grievance Clause

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal"

on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.155255.

## CARGO TERMINATION OF STORAGE IN TRANSIT CLAUSE

(For warehousing and or storage risks insured in the ordinary cause of transit)

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

1. Notwithstanding 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 whilst being warehoused and /or stored, this cover is conditional upon such warehousing and/or storage 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 the respect of marine transits, on the expiry of 60 days completion after 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.

Institute Chemical, Biological, Bio-Chemical Electromagnetic Weapons and cyber attack exclusion clause

This Clause shall be paramount and shall be 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

## MARINE INLAND POLICY

- 1.1 Any chemical, biological, bio-chemical or electromagnetic weapon.
- 1.2 The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, Computer virus or process or any other electronic system.

### CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Notwithstanding 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 on per the transit clauses contained within the policy,
  - or
  - 1.2 on delivery to the consignee's or other final warehouse or place of the 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 the respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas 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 be first occur

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

### INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(01.11.02)

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 arising from
  - 1.1 ionising radiation 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.

### PRIVATE CARRIERS WARRANTY

The insurer's liability shall be limited upto 75 % of the assessed loss

1. Where the consignment Note is issued limiting the liability to the carriers by special contract duly signed by the consignor, consignee or their duly authorized representative or agent or
2. Where the consignment note is issued by a Private carrier (other than the vehicle belonging to the owner of the goods) or Freight Broker or
3. Where the goods are being transported in insured's own vehicle.

This warranty would not apply where loss/damage occurred whilst the goods were not in the custody of the carriers.

### SRCC CANCELLATION CLAUSE

The cover against strikes, riots and civil commotions risks (as defined in the relevant SRCC 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 SRCC 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.