

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

1. This 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. 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. 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.

A. EXCLUSIONS

4. 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

Classification: Public

- 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. 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

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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. 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 (piracy excepted) and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war
7. 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

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

DURATION:

8. 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 oversee of the goods hereby
insured from the overseas vessel at the final port of discharge, whichever shall first
occur.

8.2 If, after discharge oversee from the overseas 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.

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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 transshipment and during any variation
of the adventure arising from the exercise of a liberty granted to shipowners or
charterers under the contract of affreightment.

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9. 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 provision of Clause 8 above
10. 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. 11.1 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.
- 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. 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

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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. 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 the 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. 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 follow ing 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

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

MINIMISING LOSSES

16. 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 minimizing such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are property preserved and exercised

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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.

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17. 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.

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AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. 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 CLAUSES (B)

1.1.82

RISKS COVERED

1. 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 |

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- | | |
|-------|---|
| 1.2.2 | jettison or washing overboard |
| 1.2.3 | entry of sea lake or river water into vessel craft hold conveyance container liftvan 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. 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

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

3. 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

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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.

B. EXCLUSIONS

5. In no case shall this insurance cover

- 4.8 loss damage or expense attributable to wilful misconduct of the Assured
- 4.9 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.10 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)
- 4.11 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.12 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)
- 4.13 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 4.14 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 4.15 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. 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

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- 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. 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

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- 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

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7. 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. 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
- 8.1.4 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 8.1.5 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
 - 8.1.6 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
 - 8.2 If, after discharge overside from the overseas 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 transshipment and during any variation

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of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. 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,

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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 provision of Clause 8 above

10. 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. 11.1 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.

- 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. 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 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.

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13. 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 the 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. 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.

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

14.3 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

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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

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

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 16.2 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are property 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. 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

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a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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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 CLAUSES (C)

1.1.82

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
 - 1.2 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.7 vessel or craft being stranded grounded sunk or capsized
 - 1.1.8 overturning or derailment of land conveyance
 - 1.1.9 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.10 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.
3. 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.

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3. 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.

C. EXCLUSIONS

6. In no case shall this insurance cover

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

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

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- 4.18 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)
 - 4.19 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.20 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)
 - 4.21 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 4.22 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
 - 4.23 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. 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
- 5.3 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. 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 (piracy excepted) and the consequences thereof or any attempt thereat
 - 6.4 derelict mines torpedoes bombs or other derelict weapons of war
7. 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

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

DURATION:

8. 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

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- 8.1.7 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.8 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,

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or

8.1.9 on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseaside from the overseas 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. 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 provision of Clause 8 above

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10. 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. 11.1 In order to recover under this insurance the Assured must have an insurable

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interest
in the subject-matter insured at 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

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the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

12. 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 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. 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 the 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. 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.

- 14.4 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

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

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MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203****MINIMISING LOSSES**

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

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

16.2 to ensure that all rights against carriers, bailees or other third parties are property preserved and exercised and the Underwriters will in addition to any loss recoverable hereunder,

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reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17. 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.

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MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203****AVOIDANCE OF DELAY**

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

LAW AND PRACTICE

21. 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.

INLAND TRANSIT (RAIL OR ROAD) – CLAUSE A (All Risks)**RISKS COVERED**

1. 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.

D. EXCLUSIONS

MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203**

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

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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. In no case shall this insurance cover loss damage of expense

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

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

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

E. DURATION

5. 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 transshipment, 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 transits 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.

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MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203****CLAIMS**

6. 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 the 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

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aware of the loss and Underwriters were not.

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BENEFIT OF INSURANCE

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

MINIMISING LOSSES

8. 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 of averting or minimising such loss, and

8.2 to ensure that all right 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. 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 right of either party.

AVOIDANCE OF DELAY

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

MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203*****F. LAW AND PRACTICE***

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

ISSUED TO**NOTICE – PLEASE READ YOUR ENTIRE POLICY**

1. This Policy covers automatically on all shipments which come within its scope. It is important that all such shipments be reported as soon as known and the valuation thereof declared as soon as ascertained unless otherwise, agreed with the Company.

MARINE CARGO POLICY

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2. Your attention is drawn to the basis of insured value as set forth in the Basis of Valuation. The insured value should always be in accordance with the basis specified therein unless otherwise, agreed with the Company prior to shipment.
3. Any damage to the goods should be noted on the receipt given to the carrier if possible; and in any event as soon as it is known that the shipment has sustained loss or damage, written claim should be filed with the carrier. Such steps may be necessary to preserve your rights and the Company's rights of subrogation against the carrier.
4. In the event of any known or reported loss or damage you should promptly notify the Claims offices of the Company, as given under 'Claims Procedure' or the office of the Company that issued this policy, to protect the interests of all concerned. If no such party is available, then prompt notice should be given to the nearest accredited representative of Lloyd's, London.

INLAND TRANSIT (RAIL OR ROAD) – CLAUSE B (Basic Cover)

RISKS COVERED

1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to 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.

MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203****G. EXCLUSIONS**

2. 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

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

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

3. 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. In no case shall this insurance cover loss damage of expense
- 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
- 4.2 resulting from strikes lock-outs, labour disturbances, 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 wrongful act of any person or persons

H. DURATION

5. 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 transshipment, if any
- (iv) until delivery to the final warehouse at the destination named in the policy, or
- (v) 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
- (vi) in respect of transits 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

MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203**

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. 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 the loss.

MARINE CARGO POLICY

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- 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 Underwriters were not.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

8. 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 of averting or minimising such loss, and

- 8.2 to ensure that all right 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. 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 right of either party.

AVOIDANCE OF DELAY

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

I. LAW AND PRACTICE

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

SCHEDULE ATTACHING TO AND FORMING PART OF POLICY No :

Insuring Agreement

Premium

We hereby agree, in consideration of the payment of the premium, to insure against loss, or damage, liability or expense in the manner herein provided.

Bound To Declare

It is a condition of this contract that the Assured is bound to declare hereunder each and every shipment or sending or risk in the order of despatch without exception falling within the terms of this contract whether arrived or not, the Company being bound to accept same upto but not exceeding the limits specified herein.

Held Covered

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 Insurers and the right to such cover is dependent upon compliance with this obligation.

In the event of loss or damage that may result in a claim, immediate notice must be given to the Insurer.

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MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203*****Subrogation Clause***

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedy, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their paying for or making good any loss, destruction, damage or liability under this Policy, whether such acts and things shall be done or become necessary or required before or after their indemnification by the Insurer.

Cancellation

This policy may be cancelled by the Company giving the Assured 30 days notice of cancellation or 7 days in so far as War, S.R.&C.C. risks are concerned except that in case of shipments to and from the U.S.A., the cover in respect of War, S.R. & C.C. risks may be cancelled by the Company giving 48 hours notice. Provided that any such cancellation shall not prejudice any risks which shall have attached at the time such cancellation becomes effective.

The Assured

and/or Subsidiary Companies

Shipped or to be shipped per

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Approved vessels (subject to the current Institute Classification Clause as attached hereto) and/or airfreight and/or Assured's own vehicles as agreed herein and/or independent carriers and/or parcel post and/or connecting conveyances thereto or held covered at rates and conditions to be agreed.

Voyages

Ports and/or Places in the ***** to Ports and/or Places in the *****and/or vice versa.
But excluding shipments or sendings from or to or originating from or destined to **INDIAN GOVERNMENT PROHIBITED**
OR **UN Sanctioned** countries and those countries which have restrictive legislation on contracts of sale/placing of insurance.

Transits within India.

Transits to and/or from exhibition/demonstration venues and/or locations held covered at rates, terms and conditions, to be agreed,.

Whilst upon exhibition/demonstration, together with incidental storage prior to or upon completion, held covered at rates, terms and conditions to be agreed.

Including intermediate storage, other than ordinary course of transit, of stock and raw materials, work in progress located at the premises of the Assured, or other locations to be agreed or as specified herein, held covered, at rates terms and conditions to be agreed.

Including the risks of loading and unloading.

Transhipment where not customary held covered at rates, terms and conditions to be agreed.

Period of Insurance

Cover attaching for 12 months with effect from _____ and expiring at midnight of _____,
and being open for the full amount to accept all transits and/or voyages and/or other risks as per the Policy wording hereunder.

MARINE CARGO POLICY**UIN NO. - IRDAN123P0063V01200203****Subject Matter Insured - XXXXX**

Basis of Valuation

1 IMPORTS PURCHASED UPON F.O.B., C.&F. OR SIMILAR TERMS OF SALE AND GOODS SOLD

Classification: Public

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C.I.F.

Invoice Cost plus all freight, packing and handling expenses, plus insurance costs, plus 10%, plus Duty if applicable, or as agreed prior to attachment of the risk.

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2. INLAND SENDINGS INCLUDING EXPORT SHIPMENTS SENT UPON EX-WORKS, F.O.B., C.&F. OR SIMILAR TERMS OF SALE AND INCLUDING INTERESTS THAT MAY ATTACH HEREUNDER AS DEFINED BY THE SELLERS' INTEREST CLAUSE ATTACHED HERETO

Gross Invoice price to customers or as may be agreed prior to attachment of risk.

3. EXHIBITIONS/DEMONSTRATIONS

In respect of machinery and/or equipment, current list price.

Stand, fixtures and fittings, and all other contents replacement cost.

Including freight and/or insurance and/or ancillary costs, plus duty if applicable.

4. STOCK &/OR RAW MATERIALS &/OR WORK IN PROGRESS

Cost price, plus cost of work expended up to date of loss.

5. REPRESENTATIVES SAMPLES &/OR ENGINEERS TOOLS AND EQUIPMENT

Replacement cost excluding betterment.

Limits

Rs	per any one vessel ,craft and/or aircraft
Rs	per any one orad carrier and/ or rail or other Inland conveyance
Rs	per any one location and/or loss
Rs	per any one post parcel / courier.
Rs	Per any one exhibition/demonstration location and/or venue.
Rs	per any one consignment of representative samples.
Rs	per any one engineer's vehicle.
Rs	per any one insured's own commercial vehicle

The limits above represent the maximum liability the Underwriters will accept automatically without prior agreement.

Clauses, Endorsements, Special Conditions and Warranties

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(Unless otherwise stated/included or deleted, the attached clauses and endorsements form part of this Policy)

CLAUSES APPLYING:

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Institute Radioactive Contamination Exclusion Clause	CL.356 01/10/90
Institute Replacement Clause	CL.161 01/01/82
Institute Classification Clause	CL.354 01/08/97
Ionising Radiation, etc, Exclusion Clause	CL.35401/01/01
Cargo ISM Endorsement	
Limitation of Liability (Inland Transit) Clause	

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