

ICICI Lombard General Insurance Company Limited

Marine Cargo Insurance Policy (Imports)

WHEREAS THE ASSURED named in the Schedule hereto has applied to **ICICI Lombard General Insurance Company Limited** (hereinafter called the 'Company') for the insurance mentioned and described hereinafter and has made a written Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for such insurance.

THE COMPANY HEREBY PROMISES AND AGREES with the Assured, their Executors, Administrators and Assigns that the Company insures against loss, damage, liability or expenses subject to the Clauses, Endorsements, Conditions and Warranties contained in the Schedule.

Insuring Terms & Conditions:

Physical loss or damage to the goods insured subject to following terms & conditions:

For Sending by Sea &/or Road &/or Rail Conveyances:

Institute Cargo Clauses-A

Institute War Clauses-Cargo

Institute Strikes Clauses-Cargo

Cargo ISM Endorsement

Cargo ISM Forwarding Charges Clause

Institute Cyber Attack Exclusion Clause

Termination of Transit Clause (Terrorism)

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic

Weapons Exclusion Clause

Inland Transit (Rail or Road) Clauses-A

Strikes Riots and Civil Commotion Clause
Special Contract or Private Carriers Warranty

For Shipments/Sending by Aircraft:

Institute Cargo Clauses (Air) (excluding sendings by Post)
Institute War Clauses (Air Cargo) (excluding sendings by Post)
Institute Strikes Clauses (Air Cargo)
Institute Cyber Attack Exclusion Clause
Termination of Transit Clause (Terrorism)
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic
Weapons Exclusion Clause

For Sendings by Post:

Institute Cargo Clauses (A)
Institute War Clauses (sendings by Post)
Institute Strikes Clauses (Cargo) or Institute Strikes Clauses (Air Cargo) as appropriate
Institute Cyber Attack Exclusion Clause
Termination of Transit Clause (Terrorism)
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic
Weapons Exclusion Clause

Warranties, other Clauses & Exclusions

1. Excluding mould, mildew & infestation from any cause.
2. Warranted vehicle/wagon is closed or covered with tarpaulin.
3. Institute Replacement Clause
4. Import Duty Insurance Clause

Declaration Clause:

Certificate of Insurance to be issued against individual shipment/consignment. The Assured needs to ensure adequate free balance of premium for each and every consignment/shipment as per Section 64(V) B of the Insurance Act, 1938.

It is a condition of this Policy that the Assured/Insured is bound to declare hereunder every consignment/shipment which comes within the scope of this Policy, without exception, the Insurer/Underwriters being bound to accept the same up to not exceeding the limits specified in the Policy.

Inspection of Records Clause:

The Company or a person appointed by the Company may examine the books and records of the Assured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

Cancellation Clause:

This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses/Strikes, Commotion Clause-Inland Transit may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments from the United States of America. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

Institute Revision Clause:

The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Company shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

IMPORTANT NOTICE TO ASSURED

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

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

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

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than those as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three (3) days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

Any claim under this Insurance should be submitted without delay, accompanied by all correspondence with Carriers' and other parties regarding their liability.

Survey and Settlement

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to Company's Agent/Representative at the Port of discharge in order that they may examine the goods and issue a Survey Report. If there be no Agent or Representative of the Company at port or place of destination, the notice must be given to nearest Lloyd's Agent.

DOCUMENTATION OF CLAIMS

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

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices, together with shipping specifications and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence to show the extent of the loss or damage.
5. Landing Remarks and Weightment Notes at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.