

## MARINE SINGLE TRANSIT EXPORT POLICY

UIN- IRDAN115P0010V01200102 Marine 02

**Policy no :2006/E/329627827/00/000**

ICICI Lombard Marine Cargo Policy no. **2006/E/329627827/00/000** dated **17-Feb-2024**. has been issued at **Mumbai** by ICICI Lombard General Insurance Company Limited to the Insured, **B K EXPORTS , 90, Jasodanagar Cross Road, Nr. Canal,, Opp.Baroda Express Highway, Amraiwadi,, , AHMEDABAD, GUJARAT PIN- 380026** and governed by the subject to the terms, conditions and exclusions therein contained or otherwise expressed in the said Policy, but not exceeding the Sum Insured as specified in Part I of the Schedule.

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to hereinbelow, and the said Proposal and Declaration together with any statement, report or other document leading to the issue 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 Schedule with all its Parts, 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 :

Start Date	17-Feb-2024
End Date	Till termination of transit as per duration clause.
Financial Interest	
Consignee name	NOTIFY PARTY
Consignee address	CONG TY TNHH XUAT NHAP KHAU VA XAY DUNG PHUC TIEN THON DU XA-XA HOA NAM- HUYEN UNG HOA HA NOI
Subject Matter Insured	Granite and Marble
Description of goods	POLISHED GRANITE SLABS
Description of Packing	Loose Packing
Location From	INDIA,GUJARAT,90, Jasodanagar Cross Road, Nr. Canal, Opp.Baroda Express Highway, Amraiwadi, Ahmedabad,
Location To	VIETNAM,HAI PHONG,CONG TY TNHH XUAT NHAP KHAU VA XAY DUNG PHUC TIEN THON DU XA-XA HOA NAM- HUYEN UNG HOA HA NOI.
Basis of Valuation	CIF + 10%
Vessel/Flight Details	
Voyage No./Shipping Bill No	
L/C No	
BL/AWB/RR/LR No. and Date	
Invoice No. and Date	BK024/23-24 , 06-Feb-2024
Intermediary Storage Required	No
Intermediary Coverage	
Intermediary Storage Location	
Intermediary Storage No. of Days	
Mode of Transit	Sea, Rail, Road

Cargo Sum Insured value	USD 9,701.00 (INR 789,661.00)
Marine Premium (INR)	1,146.18
War & SRCC Premium (INR)	60.33

Premium Break Up	(Rs.)	Premium (Rs.)
Stamp Duty	(Rs.)	26.00
*Total Premium	(Rs.)	1,450.26

\*Premium value mentioned above is inclusive of taxes applicable

Coverage :: ICC(B) + War and SRCC
<p>Clauses: (1) Institute Cargo Clauses (B) - 01/01/2009 (2) Institute War Clauses (Cargo) - 01/01/2009 (3) Institute Strike Clauses (Cargo) - 01/01/2009 (4) Institute Cargo Clauses (Air Cargo - excluding sending by Post) - 01/01/2009 (5) Institute War Clauses (Air Cargo - excluding sending by Post) - 01/01/2009 (6) Institute Strike Clauses (Air Cargo) - 01/01/2009 (7) Russia, Ukraine and Belarus Exclusion - War, strikes, riots, civil commotions and malicious damage under the terms and conditions of the relevant Institute Clauses or local market equivalent is included. However, this contract excludes war losses according to the Joint War Risk Committee listed areas as defined below: 1. Sea of Azov and Black Sea waters enclosed by the following boundaries a) On the west, around Romanian waters, from the Ukraine-Romania border at 45D 10.858N, 29D 45.929E to high seas point 45D 11.235N, 29D 51.140E b) thence to high seas point 45D 11.474N, 29D 59.563E and on to high seas point 45D 5.354N, 30D 2.408E c) thence to high seas point 44D 46.625N, 30D 58.722E and on to high seas point 44D 44.244N, 31 D 10.497E d) thence to high seas point 44D 2.877N, 31D 24.602E and on to high seas point 43D 27.091N, 31D 19.954E e) and then east to the Russia-Georgia border at 43D 23.126N, 40D 0.599E 2) All inland waters of Ukraine 3) Inland waters of Russia within the following areas - a) Crimean Peninsula b) River Don, from Sea of Azov to vertical line at 41E. c) River Donets, from River Don to Ukraine border 4). All inland waters of Belarus south of horizontal line at 52.30. Excluded are also any other areas which are subsequently listed by the Joint War Committee due to an expansion of the Russia-Ukraine armed conflict to other territories. The exclusion for such newly listed territories applies latest 7 days after the date of publication of a new listing by the Joint War committee. In case of a cancellation of war insurance becoming effective earlier, the effective date of the cancellation will be relevant for the exclusion to apply to the newly listed</p>

territories. Excluded are also confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries (8) Cargo Termination of Storage in Transit Clause 2004 (9) Cargo Termination of transit Clause Terrorism 2004 (10) Duty Clause (11) Important Notice Clause (12) Institute Chemical Biological Bio chemical Electromagnetic Weapons and Cyber attack Exclusion Clause 01Nov2002 (13) Institute Radio Active Contamination Exclusion Clause 01Nov2002 (14) Sanction Limitation and Exclusion Clause (15) 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. (16) 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 (17) Cargo Termination of Storage in Transit Clause (Amended) (18) JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007)1.Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm.2.Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile.3.Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not.4.For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.JX 2020-00718/06/2020

Excess: 1 % Of Whole Shipment Value Subject to minimum INR 10000

Warranties and conditions: 1) Warranted any transit from, to or through Afghanistan, Iran, Sudan, Syria, Myanmar, Cuba, Iraq, Libya, North Korea, Somalia, Chechnya, Bosnia and any of the European Union and/or United States and/or United Nations and/or United Kingdom sanctioned countries are not covered under the policy 2) Warranted that the vessel used is in conformity with Institute classification Clause and should not be more than 25 years of age. 3) warranted that Non standard settlement upto 75 percent of assessed loss if recovery rights are not available 4) For Bulk Cargo Consignment or for cargo carried by a Qualifying Vessel, additional premium of 0.01% for Vessel Age 20-25 years, 0.02% for Vessel Age 25-30 years and Underwriter Referral for Vessel above 30 years. 5) Notwithstanding anything to the contrary as mentioned elsewhere in the policy, all Specified Territory Exposures whether direct or indirect, are excluded under the policy. The term - Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, goods, property, assets, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory. Specified Territory means The Republic of Belarus, Ukraine, and /or The Russian Federation. 6) This policy is issued based on description of cargo as provided by the Insured. In case , discrepancy is observed in commodity name and actual commodity as intended to insure, Please report the same to the Insurer within time span of 7 working days from the issue. 7) 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 8) 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

Warranted that in the event of the goods hereby insured arriving at destination in a damaged condition, the Consignee shall obtain a Carriers Survey as per the terms of the Bill of Lading and/ or other contract of affreightment and shall lodge an immediate claim against the carriers concerned. Loss or damage certificate to be obtained from the Carriers and immediate notice in writing should be given to the ICICI Lombard General Insurance Company Limited.

**Insurance Agent Name : CLARION INSURANCE BROKING SERVICES PRIVATE LIMITED; Agent Code(ID) : DB74818; Contact No:0-0 , 91-9898966631.**

**Survey & Claim Settlement :**

In the event of loss or damage which may involve a claim under this insurance policy, immediate notice thereof and application for survey should be given to: Wilson Surveyors and Adjusters Pvt Ltd, as agents of W K Webster - Singapore ADDRESS: TMB Mansion 3rd Floor, 739 Anna Salai, CHENNAI 600 002, India  
PHONE: +91 44 2852 2811 | 2852 5350 | 2852 5726, +91 98410 23259 FAX: +91 44 2852 3349 E-MAIL: chennai@wilsur.com, nilesh@wilsur.com

This confirmation numbered **2006/E/329627827/00/000**, bearing a system-generated/facsimile signature of an authorised official of the Company, is valid subject to the Insured, or an authorized signatory on behalf of the Insured, having signed this Confirmation, at the place as indicated below, and represents the availability of benefit to the Insured subject to the terms, conditions and exclusions contained or otherwise expressed in the said Policy, but not exceeding the Sum Insured as specified in Part I of the Schedule to the said Policy.

**Important Notice:** Please go through the policy document. Should you feel that there are any discrepancies/Variations, you are requested to write to us immediately for necessary changes/ rectifications. In the absence of any immediate communication from you in this connection, we would take it that you have accepted the contents and coverage confirming to your proposal

GSTIN Reg. No: 24AAACI7904G1ZT  
IL GIC GSTIN Address : Third Zodiac Square S G road Ahmedabad Gujarat 380054  
HSN/SAC code : 997139 - GENERAL INSURANCE SERVICES

Counter-signed by the Authorised Signatory of the Insured  
Date: 17-Feb-2024 Place: Mumbai

For ICICI LOMBARD GENERAL INSURANCE CO. LTD.

*Gaurav Arora*

**Authorized Signatory**  
ICICI Lombard General Insurance Company Ltd.

\*The stamp duty of Re. 0.5/- ( Fifty Paise only) paid in cash or by demand draft or by pay order, vide Receipt/Challan no. CSD1820234850 dated November 30, 2023.

1/1/09

## INSTITUTE CARGO CLAUSES (B)

### Risk covered

- |  |                                       |
|--|---------------------------------------|
| <p>1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress,</p> <p>1.1.6 earthquake volcanic eruption or lightning,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,</p> <p>1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.</p> | <p>Risks Clause</p>                   |
| <p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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 below.</p>  | <p>General Average Clause</p>         |
| <p>3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p>   | <p>Both to Blame Collision Clause</p> |

### Exclusions

- |  |   |
|--|---|
| <p>4. In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- matter insured</p> <p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage</p> <p>This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract</p> <p>4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons</p> <p>4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> | <p>General Exclusions Clause</p>                            |
| <p>5.</p> <p>5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein</p> <p>5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.</p> <p>5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.</p> <p>5.3 The Insurers 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.</p>  | <p>Unseaworthiness &amp; Unfitness<br/>Exclusion Clause</p> |
| <p>6. In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>  | <p>War Exclusion Clause</p>                                 |
| <p>7. In no case shall this insurance cover loss damage or expense</p>   | <p>Strike Exclusion Clause</p>                              |

- 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 act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

#### Duration

8.

Transit Clause

- 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
  - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 8.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter 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 subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 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 carriers under the contract of carriage.

9.

Termination of Contract of Carriage Clause

- 9.1 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 unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10.

Change of Voyage Clause

- 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### Claims

11.

Insurable Interest Clause

- 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

12.

Forwarding Charges Clause

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

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 employees.

13.

Constructive Total Loss Clause

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

14.

Increased Value Clause

- 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **Benefit Of Insurance**

15. This insurance

- 15.1 Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 Shall not extend to or otherwise benefit the carrier or other bailee.

#### **Minimising Losses**

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

Duty of Assured Clause

- 16.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 16.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and Exercised and the Insurers 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 Insurers 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.

Waiver Clause

#### **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.

Reasonable Dispatch Clause

#### **LAW AND PRACTICE**

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

English Law & Practice Clause

#### **NOTE:**

Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CL383

01/01/2009



1/1/09

## INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post)

### Risks Covered

- |  |                        |
|--|------------------------|
| 1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.                  | Risks clause           |
| 2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below. | Salvages Charge Clause |

### Exclusions

- |  |                          |
|--|--------------------------|
| 3. In no case shall this insurance cover   | General Exclusion Clause |
| 3.1 Loss damage or expense attributable to wilful misconduct of the Assured  |                          |
| 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured   |                          |
| 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)   |                          |
| 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured   |                          |
| 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.   |                          |
| 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against  |                          |
| 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit<br>This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract |                          |
| 3.8 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   |                          |
| 4. In no case shall this insurance cover loss damage or expense caused by  |                          |
| 4.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power   |                          |
| 4.2 Capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat  |                          |
| 4.3 Derelict mines torpedoes bombs or other derelict weapons of war.   |                          |
| 5. In no case shall this insurance cover loss damage or expense  | Strike Exclusion Clause  |
| 5.1 Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |                          |
| 5.2 Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions  |                          |
| 5.3 Caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted   |                          |
| 5.4 Caused by any person acting from a political, ideological or religious motive.   |                          |

### Duration

- |  |                |
|--|----------------|
| 6.   | Transit Clause |
| 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either |                |
| 6.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,   |                |
| 6.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or  |                |
| 6.1.3 When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or   |                |
| 6.1.4 On the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.   |                |
| 6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-   |                |

matter insured is first moved for the purpose of the commencement of transit to such other destination.

- 6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

Termination of Contract of Carriage Clause

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

- 7.2 If the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

8.

Change of Transit Clause

- 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers Change of Transit Clause for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

- 8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## Claims

9.

Insurable Interest Clause

- 9.1 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.

- 9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured. This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Forwarding Charges Clause

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

Constructive Total Loss Clause

12.

Increased Value Clause

- 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 12.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## Benefit of insurance

13. This insurance

- 13.1 Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

- 13.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising Losses

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

Duty of Assured Clause

- 14.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and

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

15. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter

Waiver Clause



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

**Avoidance Of Delay**

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

**Law and Practice**

17. This insurance is subject to English law and practice. English Law & Practice Clause

**NOTE :**

Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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## INSTITUTE STRIKES CLAUSES (CARGO)

### Risk covered

- |  |              |
|--|--------------|
| 1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by   | Risks Clause |
| 1.1 Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |              |
| 1.2 Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted |              |
| 1.3 Any person acting from a political, ideological or religious motive  |              |

### General Average

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

### Exclusions

- |   |   |
|---|---|
| 3. In no case shall this insurance cover  | General Exclusion Clause                        |
| 3.1 Loss damage or expense attributable to wilful misconduct of the Assured   |   |
| 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |   |
| 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)   |   |
| 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured  |   |
| 3.5 Loss damage or expense caused by delay, even though the delay caused by a risk insured against (except expenses payable under Clause 2 above)   |   |
| 3.6 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage<br>This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract |   |
| 3.7 Loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion   |   |
| 3.8 Any claim based upon loss of or frustration of the voyage or adventure  |   |
| 3.9 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter   |   |
| 3.10 Loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power.  |   |
| 4.  | Unseaworthiness & Unfitness<br>Exclusion Clause |
| 4.1 In no case shall this insurance cover loss damage or expense arising from   |   |
| 4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein  |   |
| 4.1.2 Unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.   |   |
| 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.  |   |
| 4.3 The Insurers 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.  |   |

### Duration

- |  |                |
|--|----------------|
| 5.   | Transit Clause |
| 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either |                |
| 5.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,   |                |
| 5.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or  |                |

- 5.1.3 When the Assured or their employees elect to use any carrying vehicle or other Conveyance or any container for storage other than in the ordinary course of transit or
- 5.1.4 On the expiry of 60 days after completion of discharge overseaside of the subject-matter Insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to Termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and During any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage**

- 6. 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 unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
  - 6.1 Until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 6.2 If the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Termination of Contract of Carriage clause

#### **Change of Voyage**

- 7.
  - 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
  - 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Change of Voyage clause

#### **Claims**

- 8.
  - 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
  - 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
- 9.
  - 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
  - 9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Insurable Interest clause

Increased Value clause

#### **Benefit Of Insurance**

- 10. This insurance
  - 10.1 Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 10.2 shall not extend to or otherwise benefit the carrier or other bailee.

#### **Minimising Losses**

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

Duty of Assured clause

12. Measures taken by the Assured or the Insurers 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. Waiver Clause

**Avoidance Of Delay**

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

**Law And Practice**

14. This insurance is subject to English law and practice. English Law & Practice Clause

**NOTE:**

Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL386

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

### Risk covered

- |     |  |                        |
|-----|--|------------------------|
| 1.  | This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by                     | Risks Clause           |
| 1.1 | War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power                     |                        |
| 1.2 | Capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat              |                        |
| 1.3 | Derelict mines torpedoes bombs or other derelict weapons of war.   |                        |
| 2.  | This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below. | Salvage Charges Clause |

## Exclusions

3. In no case shall this insurance cover
- 3.1 Loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
- This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8 Any claim based upon loss of or frustration of the transit or adventure
- 3.9 Loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## Duration

- 4.1 This insurance
- 4.1.1 Attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 4.1.2 Terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance
- 4.1.3 Reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
- 4.1.4 Terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or overseas vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or overseas vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
- 4.2.1 Where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
- 4.2.2 Where the on-carriage is by overseas vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place



shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

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

4.3.2 In the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.

4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage. (For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

5. Change of Transit Clause

5.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

6. Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

#### Claims

7. Insurable Interest clause

7.1 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.

7.2 Subject to Clause 7 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

8. Increased Value clause

8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

#### Benefit Of Insurance

9. This insurance

9.1 Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

#### Minimising Losses

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder Duty of Assured clause

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

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

11. Measures taken by the Assured or the Insurers 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. Waiver clause

#### Avoidance Of Delay

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

#### Law And Practice

13. This insurance is subject to English law and practice. English Law & Practice Clause

#### NOTE:

Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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01/01/2009

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## INSTITUTE STRIKES CLAUSES (AIR CARGO)

### Risk covered

- |     |  |                        |
|-----|--|------------------------|
| 1.  | This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by   | Risks Clause           |
| 1.1 | Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |                        |
| 1.2 | Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted |                        |
| 1.3 | Any person acting from a political, ideological or religious motive.   |                        |
| 2.  | This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.  | Salvage Charges Clause |

## Exclusions

3. In no case shall this insurance cover
- 3.1 Loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8 Loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.9 Any claim based upon loss of or frustration of the transit or adventure
- 3.10 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.11 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.

## Duration

- 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 4.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
- 4.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 4.1.3 When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 4.1.4 On the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to

the air carriers under the contract of carriage.

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

Termination of Contract of Carriage Clause

- 5.1 Until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, or
- 5.2 If the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

6.

Change of Transit Clause

- 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## Claims

7.

Insurable Interest Clause

- 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subjectmatter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

8.

Increased Value Clause

- 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## Benefit Of Insurance

9. This insurance

- 9.1 Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising Losses

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

Duty of Assured Clause

- 10.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 10.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

## Avoidance Of Delay

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

Reasonable Dispatch Clause

## Law And Practice

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

English Law & Practice Clause

## NOTE:

Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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## INSTITUTE WAR CLAUSES (CARGO)

### Risks covered

- |  |                        |
|--|------------------------|
| 1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by   | Risks Clause           |
| 1.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power   |                        |
| 1.2 Capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat  |                        |
| 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.   |                        |
| 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses. | General Average Clause |

### Exclusions

- |   |                                  |
|---|----------------------------------|
| 3. In no case shall this insurance cover  | General Exclusions Clause        |
| 3.1 Loss damage or expense attributable to wilful misconduct of the Assured   |                                  |
| 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- Matter insured   |                                  |
| 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors) |                                  |
| 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured  |                                  |
| 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk Insured against (except expenses payable under Clause 2 above)  |                                  |
| 3.6 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage   |                                  |
| This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract  |                                  |
| 3.7 Any claim based upon loss of or frustration of the voyage or adventure  |                                  |
| 3.8 Loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.   |                                  |
| 4.  | Unseaworthiness Unfitness Clause |
| 4.1 In no case shall this insurance cover loss damage or expense arising from   |                                  |
| 4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein  |                                  |
| 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.   |                                  |
| 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.  |                                  |
| 4.3 The Insurers 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.  |                                  |

### Duration

- |   |                |
|---|----------------|
| 5.  | Transit Clause |
| 5.1 This insurance  |                |
| 5.1.1 Attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and  |                |
| 5.1.2 Terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance |                |
| 5.1.3 Reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and  |                |
| 5.1.4 Terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.        |                |
| 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance  |                |



continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 Where the on-carriage is by overseas vessel this insurance continues subject to the terms of these Clauses, or

5.2.2 Where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

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

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

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

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

5.5 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage. (For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### **Change of Voyage**

6.

Change of Voyage Clause

6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

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

#### **Claims**

8.

Insurable Interest clause

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

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

#### **Increased Value**

9.

Increased Value Clause

9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

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

9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **Benefit of insurance**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

**Minimising Losses**

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

**Waiver**

12. Measures taken by the Assured or the Insurers 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. Waiver Clause

**Avoidance Of Delay**

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

**Law and practice**

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

**NOTE :**

Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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**Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, to-

In Your case, at the last known address specified in the Schedule

In Our case:

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 e-mail.

**Customer Service**

If at any time You require any clarification or assistance, You may contact any of Our offices at the address specified, during normal business hours.

**Grievances**

In case You are aggrieved in any way, You should do the following:

1. Call Us at toll free number: 1800 2 666 or email us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)
2. If You are not satisfied with the resolution then You may subsequently write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director- services and business development at the following address:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House

414, Veer Savarkar Marg

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400 025

In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website [www.irdaindia.org](http://www.irdaindia.org). If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

**The details of Insurance Ombudsman are available below:-**

Sr. No	Name and office of Insurance Ombudsman	Territorial Area of Jurisdiction
1	<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email:- <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road,JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
3	<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market,Bhopal - 462 033. Tel.: 0755 - 2769201 / 2769202 Fax:- 0755-2769203 Email:- <a href="mailto:bimalokpalbhupal@cioins.co.in">bimalokpalbhupal@cioins.co.in</a>	States of Madhya Pradesh and Chattisgarh.
4	<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	State of Orissa.
5	<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet , CHENNAI - 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Fax:- 011-23230858 Email:- <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	State of Delhi
8	<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building,Opp. Cochin Shipyard, M.G. Road,Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe-a part of Pondicherry

	<p>Tel:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- <a href="mailto:bimalokpal.ernakulum@cioins.co.in">bimalokpal.ernakulum@cioins.co.in</a></p>	
9	<p><b>GUWAHATI</b> Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781001(ASSAM). Tel:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
10	<p><b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel:- 040-65504123/23312122 Fax:- 040-23376599 Email:- <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
11	<p><b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg,Jaipur - 302005. Tel:- 0141-2740363 Email:- <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>State of Rajasthan.</p>
12	<p><b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue,Kolkata - 700 072. Tel:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	<p>States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>
13	<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road,Hazratganj,Lucknow-226 001. Tel:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:-<a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
14	<p><b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,S. V. Road, Santacruz (W),Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax:- 022-26106052 Email:-<a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
15	<p><b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15,Gautam Budh Nagar, Noida Email:-<a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	<p>States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad,</p>

		Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	States of Bihar and Jharkhand.
17	<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan

The updated details of Insurance Ombudsman are also available on IRDA website: [www.irda.gov.in](http://www.irda.gov.in) on the website of Office of the Executive Council of Insurers: [www.cioins.co.in](http://www.cioins.co.in) website of the Company [www.icicilombard.com](http://www.icicilombard.com) or from any of the offices of the Company

Note - In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change

#### COMPANY CONTACT DETAILS:-

**Toll-free number: 1800-2-666**

You may also write to us at the following address:

**Postal Address:**

ICICI Lombard General Insurance Company Limited  
 ICICI Lombard House  
 414, Veer Savarkar Marg  
 Near Siddhi Vinayak Temple,  
 Prabhadevi, Mumbai 400 025  
 E-mail: [insuranceonline@icicilombard.com](mailto:insuranceonline@icicilombard.com)



## Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
    - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
    - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
  2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
    - 2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
    - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
    - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
    - 2.4 the disease, substance or agent is such:
      - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
      - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.
- For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
    - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
    - 3.2 change in consumer behaviour, or
    - 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].
  4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.
  5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
  6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

## ICICI Lombard General Insurance Company Limited

**IRDA Reg. No. 115**

**CIN: L67200MH2000PLC129408**

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