

ONE STOP FREIGHT & LOGISTICS SOLUTIONS

A TOTAL FREIGHT SOLUTIONS

This policy, the schedule (and any Endorsement[s]) together form a legal contract issued by Royal Sundaram Alliance Insurance Company Limited to the Insured (the "Policy"). Please examine the Policy in its entirety to ensure it meets your requirements. If it does not please advise Us in writing immediately.

We would remind You that You are required to inform Us immediately of any facts or changes which We would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If You are in any doubt as to whether a fact is material or not, please contact Us in writing.

Royal Sundaram Alliance Insurance Company Limited (We /Us) and the Insured (You) agree that:

- 1. This Policy, the Schedule (including any Schedule issued in substitution), any endorsements and memoranda shall be considered one document and*
- 2. all statements made and information supplied by You or on your behalf for the purpose of obtaining this Policy are warranted by You to be true and shall be incorporated into and shall form the basis of this contract of insurance and*
- 3. the truth of statements made and information given by You on your behalf (which shall be the basis of the contract and incorporated into this policy) shall also be conditions precedent to our liability to make any payment under this Policy and*
- 4. we will provide the insurance described in this Policy (subject to the terms set out herein) for the period of insurance shown in the Schedule and any subsequent period if agreed by Us in writing, subject to your payment and our acceptance of requisite premium.*

This Policy shall not be in force unless the Schedule has been initialed by an authorized official of the Royal Sundaram Alliance Insurance Company Limited.

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SECTION 1: GENERAL PROVISIONS

1.1 WHAT THIS POLICY INDEMNIFIES

Subject to the Policy terms, We will indemnify You against Your legal liability arising out of your Insured Business Activities carried out within the Territorial Limits during the Policy period.

1.2 WHO IS INSURED UNDER THIS POLICY

The Insured under this Policy is/are the individual(s) and/or organisation(s) named in the Schedule, subject to the following conditions:-

(a) INDIVIDUAL

If You are an individual, You are protected only while conducting your business as a sole proprietor.

(b) PARTNERSHIP OR JOINT VENTURE

If You are a partnership or a joint venture, You are protected only while conducting your business as a partnership or joint venture. Your business partners are protected while conducting your business only if they are named in the Schedule. Only the entity or entities named in the Schedule shall be covered under this Policy.

(c) CORPORATION

If You are a corporation, You are protected only while conducting corporate business. Your officers and directors are protected only where they are acting within the scope of their duties or actual authority from you. However, We will not pay, cover or defend any Claim by employees, shareholders or other representatives of the corporation against You or your officers and/or directors.

(d) EMPLOYEES

Except as modified or excluded by any applicable Endorsement, your employees are protected while conducting your corporate business but only where they are acting within the scope of their duties or under actual authority from You.

Where the Schedule identifies more than one party as the Insured, they shall collectively be treated as one legal entity so that:-

1. There will be only two contracting parties to this Policy:

i) Royal Sundaram Alliance Insurance Company Limited and

ii) The parties named in the Schedule being jointly insured; and

2. The Limit(s) of Liability stated in the applicable Section(s) is/are shared by all the parties named as the Insured. Any payment made under this Policy to any one of the parties named as Insured shall be deemed as payment to all the parties collectively.

1.3 BUSINESS ACTIVITIES WHICH CAN BE INSURED

Coverage is only available for the following types of business activity: Container Freight Station, Customs Broker, Freight Forwarder, Multi-Modal Transport Operator, Non Vessel Operating Common Carrier (NVOCC), Professional Packer, Road Transport Operator, Warehouseman as is specified in the Schedule

SECTION 2: GENERAL CONDITIONS

2.1. POLICY PERIOD

This Policy shall commence at 00:01 local time at the place of issue on the commencement date stated in the Schedule and shall expire at 00:01 local time at the place of issue on the expiry date stated in the Schedule.

2.2. PREMIUM

It is a condition precedent to liability that You pay the initial premium specified under "Policy Premium" in the Schedule immediately, prior to the commencement of the Policy, or its renewal, or the effective date of any Endorsement,.

You shall declare to Us at the commencement of the Policy period the estimated Gross Freight Receipts for that Policy period.

The premium shall be adjusted at the rate specified under "Policy Premium" in the Schedule, subject to any provisions on the minimum amount of premium payable.

You shall declare to Us within sixty (60) days from the end of the Policy period the actual amount of Gross Freight Receipts received by You during the Policy period so that We can calculate the actual premium payable under the Policy. You shall pay any additional premium calculated by Us based on the actual amount of Gross Freight Receipts, within 60 days from the receipt of our advise for the additional premium.

2.3. LIMIT OF LIABILITY

The Limit(s) of Liability stated in the applicable Section(s) is the maximum amount We will pay in respect of any Accident, or related series of Accidents, regardless of the number of:

- (a) Insured parties;
- (b) Claims made or brought against You;
- (c) Persons or organizations making or bringing Claims against You; or
- (d) Contracts entered into by You.

2.4. TOTAL ANNUAL POLICY LIMIT

The amount specified under "Total Annual Policy Limit" in the Schedule is the maximum amount We will pay in the Policy period irrespective of the number of covered Claims made during the Policy period.

2.5. USE OF CONTRACT CONDITIONS AND BILL OF LADING

It is a condition precedent to liability that your Insured Business Activities are performed under your Contract Conditions and/or your Bill of Lading.

Your Contract Conditions and/or Bill of Lading must be identified in the applicable Section and must

be approved by Us. A copy of your Contract Conditions and/or your Bill of Lading must be attached to this Policy.

Unless You obtain our prior consent, You must not:-

- (i) Vary your Contract Conditions and/or Bill of Lading;
- (ii) Accept any special declaration of value; or
- (iii) Accept any declaration of special interest in delivery.

2.6. RELEASE OF CARGO WITHOUT PRODUCTION OF BILL OF LADING

This Policy only covers Claims relating to the release of Cargo without the production of the relevant Bill of Lading if:-

- a. You have given strict instructions in writing to your agent that Cargo must not be released without the production of an original of the relevant Bill of Lading;
- b. Your agent acknowledges these instructions in writing;
- c. In breach of your instructions, your agent releases Cargo without obtaining an original Bill of Lading; and
- d. The release of Cargo without the production of an original Bill of Lading was done without your consent, knowledge, participation and/or agreement.

The maximum amount We will pay for any such Claim is INR.-----or the actual amount You are liable to pay or the sum insured which ever is lower.

2.7. THIEF ATTRACTIVE GOODS

The maximum amount We will pay for any Claim relating to Thief Attractive Goods is INR.----- or the actual amount You are liable to pay or applicable Limit of Liability, whichever is lower. This limit will only apply if You are aware, or should reasonably have been aware, that Thief Attractive Goods Were being carried, handled and/or stored and You or your Subcontractor must have made arrangements to keep the Thief Attractive Goods under constant surveillance and at the same time have a reasonable prospect of preventing any unauthorized interference with the Thief Attractive Goods.

2.8. ENTRUSTING CARGO OR TRANSPORTATION EQUIPMENT TO SUBCONTRACTORS

You must not entrust Cargo and/or Transportation Equipment to any Subcontractor (other than a Subcontractor acting in the capacity of a shipping line, airline, port or railway operator or road carrier) unless they have agreed in writing to:-

- a. fully indemnify You for any Loss of and/or Damage to the Cargo and/or Transportation Equipment;
- or
- b. be liable for an amount not less than any liability which You may have in respect of such Loss or Damage.

This Policy shall not apply to the extent that your liability is incurred or increased, or our rights of recovery have been prejudiced, by your failure to obtain from any Subcontractor a Bill of Lading or other contract of carriage which enumerates the packages or other units of Cargo and/or Transportation Equipment in exactly the same manner as is shown on your Bill of Lading or other contract of carriage.

2.9. MISREPRESENTATION AND NON-DISCLOSURE

We will not cover any Claim if You have failed to disclose to Us, and/or concealed, any material information, whether intentionally or not, either before or during the Policy period.

2.10. FRAUD

If You have submitted a Claim knowing the Claim to be false or fraudulent, or if You have failed to act in good faith in any respect whatsoever, We shall not be liable to pay that Claim and the Policy may be cancelled.

2.11. RIGHT TO INSPECT RECORDS

We may, but are not obliged to, inspect your business records at any time during the Policy period, and up to three (3) years after the end of the Policy period or three (3) years after the last Claim was made under this Policy, whichever is later. We shall inspect your business records for the purposes of this Policy only and such inspection shall not guarantee that your property or operations are safe, or that your Insured Business Activities comply with any applicable laws, rules or regulations.

2.12. OTHER INSURANCE

If You have other valid and collectible insurance which applies to a covered Claim, our obligations under this Policy shall be limited as follows:-

1. If the other insurance allows contribution by equal shares, then each insurer shall contribute equal amounts up to its respective applicable limit of insurance, or until the Claim has been paid in full, whichever comes first.
2. If the other insurance does not allow contribution by equal shares, then each insurer's share shall be calculated based on the ratio of its applicable limit of insurance to the aggregate of the applicable limits of insurance of all concerned insurers.
3. You must:-
 - a. Provide Us with copies of all the relevant policies and applications for insurance made to the other insurers;
 - b. Submit Claims to these insurance and/or surety bond companies; and
 - c. Provide Us with copies of the Claims made under (b) above and all related correspondence.

2.13. CHANGE IN YOUR INSURED BUSINESS ACTIVITIES

You must notify Us immediately of any material change in any of the information given by You whether in the Proposal or otherwise, whether these changes occurred before or after the commencement date of this Policy. Material change would include, but is not limited to, the names of the Insured, the countries where You operate, new business operations, cities where You maintain offices and any change in your Insured Business Activities.

2.14. AMENDMENTS TO THE POLICY

Any amendment to this Policy must be made by written endorsement. The endorsement must be signed by our authorized representatives and shall form part of this Policy.

2.15. SPECIFIC MODIFICATIONS APPLICABLE TO SECTIONS

All the terms, conditions, limitations and exclusions contained in the Policy shall apply to the Section(s) and to any Endorsements issued subject to the specific modifications contained in the Section or Endorsement.

2.16. ASSIGNMENT AND TRANSFER

This Policy cannot be assigned and/or transferred without our written consent.

2.17. CANCELLATION

We may cancel this Policy at any time by giving You written notice if You fail to comply with any of the terms and conditions of this Policy, including the failure to pay premium. We may also cancel the Policy for any other reason by giving You fifteen (15) days notice in writing. The notice shall be sent to your last known address by registered mail. After the Policy has been cancelled, We may at our sole discretion refund to You the unearned portion of the premium paid, if any, calculated on a pro rata basis. You shall furnish Us with all the particulars We require to adjust the premium, failing which We are not obliged to make any refund.

Premium adjustment will be made as soon as practicable after the cancellation of the Policy. Premium adjustment is not a condition precedent to the cancellation of the Policy.

2.18. DISPUTE RESOLUTION

In the event of any dispute between the Parties arising out of or in connection with the policy on quantum of amount settled then the parties shall refer such dispute arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of Arbitration shall be at India and such proceedings shall be conducted in English language.

Cost incurred in respect to initiating and conducting Arbitration proceedings shall be entirely borne by the party initiating arbitration. .

2.19. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of India without regard to its conflicts of law principles. Should the disputes resolution clause become void, Court in India shall have exclusive jurisdiction in respect of any dispute arising out of or concerning this Policy.

2.20. RIGHTS OF THIRD PARTIES

A person who is not a party to this Policy shall not have any right against Us under the Indian Contracts Act Provisions

2.21. THIS IS THE ENTIRE CONTRACT

The terms, conditions and exclusions contained in the General Provisions, the Schedule and any Endorsements issued, represent the entire contract between the parties. Any variation to this Policy must be made in accordance with General Condition 2.16.

SECTION 3: CLAIMS PROCEDURE & EXPENSES

3.1. CONDITION PRECEDENT TO LIABILITY

It is a condition precedent to liability that the following conditions are strictly complied with.

3.2. WHAT YOU MUST DO IF YOU KNOW OR BELIEVE YOU HAVE A CLAIM

You must provide Us with immediate written notice of any Claim, or any Accident, or fact or circumstance which may give rise to a Claim under this Policy, including:-

- A. Your knowledge of, or belief, that You might have a Claim arising out of a negligent act, or error or omission, even if a Claim has not been made against you.
- B. Any Claim made against you, whether in writing or otherwise, for which You may look to Us for an indemnity under the Policy.
- C. Any notification holding You responsible for any Accident, or any other matter for which You may look to Us for an indemnity under the Policy.
- D. Any Accident which may result in either A or B above.

If the Claim or potential Claim is not reported to Us by You in writing within ten (10) days of the Claim coming to your knowledge, notice or attention, We shall have no liability for such claim or to compensate You for any Damages claimed or awarded against You or indemnity in or in connection with Defence of any Claim or to compensate You under this Policy for any Damages claimed or awarded against you.

You shall thereafter provide Us in writing within thirty (30) working days of the Accident, a detailed statement of

Claim which should include the following information:-

- a. The time and place of the Loss or Damage;
- b. The person(s) involved;
- c. How the Accident occurred, including details of any omission on your part; (d) The nature of the Claim which may be made against you;
- d. The amount of Damages which may be payable by you;
- e. The names and addresses of all possible claimants; and
- f. Copies of all documents relating to the transaction, including any instructions received prior to the Accident and your Contract Conditions and/or Bill of Lading used with the underlying contract with your Customer.

You must provide immediate notice to the Police in respect of theft or malicious damage.

You must not make any statement, admit any liability, compromise or settle any Claim, assume any financial obligation or guarantee any payment, without our written authorization. You must not grant an extension in respect of any applicable statutory or contractual time limit without our specific written consent.

3.3. COOPERATION WITH US

You shall cooperate with Us in the investigation, negotiation and/or settlement of any Claim or legal action. You shall:-

1. Provide Us with full particulars of the Claim including all supporting documents, notices, demands, or any other information required by Us;
2. Help enforce our rights against Third parties who may be liable; and
3. Attend proceedings, hearings and trials, secure and give evidence, and make every effort to obtain the attendance of witnesses.
4. Execute all deeds, agreements and bonds in our favour and assist Us in all such recovery proceedings initiated by Us.

Any request for cooperation by Us shall not be deemed as an admission of liability under the Policy.

3.4. SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all your rights of recovery to the extent of such payment. You shall do whatever is necessary in order for Us to secure recovery, including the execution of all documents necessary to enable Us to effectively bring a suit in your name. You shall ensure that our rights of subrogation are preserved and not defeated by any failure to comply with the applicable time-bar.

3.5. DEFENCE COSTS

We will pay reasonable Defence Costs in relation to a claim which is covered under the Policy which are incurred by You with our prior written approval. However, we are only obliged to pay Defence Costs up to the Limit of Liability under this Policy, after adjustment of any other claim that may be paid/payable.

3.6. SECURITY

If requested, We may but are not obliged to, apply for and/or furnish security in order to release property attached pursuant to a maritime lien, subject to the Limit of Liability under this Policy.

SECTION 4: GENERAL EXCLUSIONS

This Policy does not cover Claims arising out of or relating to the following:-

4.1. ACTIONS FROM RELATED COMPANIES / DIRECTORS AND OFFICERS

Any Claim between the parties insured under this Policy.

Any Claim made by an entity who controls, or is controlled, by a party insured under this Policy through a voting power of 10% or more, or by contract, or by common management.

Any Claim by an entity which is part of a group of companies, one of which is insured under this Policy, having common ultimate ownership.

4.2. ASBESTOS

Any Claim which is directly or indirectly caused by or attributable to asbestos.

4.3. CYBER ATTACK

Any Loss, Damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

4.4. CONSEQUENTIAL OR OTHER SIMILAR INDIRECT LOSS

Any loss of market, loss of profits, delay or any consequential loss of any nature.

4.5. DELAY AND WRONGFUL DELIVERY

Any delay in delivery or wrongful delivery unless such delay in or wrongful delivery was fortuitous.

4.6. ELECTRONIC DATA

Any liability for the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data; or any error in creating, amending, entering, deleting or using Electronic Data; or the total or partial inability or failure to receive, send, access or use Electronic Data.

4.7. FEES, CHARGES, TARIFFS OR DEBTS

Any dispute involving your fees, charges or tariffs, including but not limited to, any Claim against You for holding back, refusing or delaying the release or delivery of a shipment, documents, transportation equipment, money or any other property because of an existing dispute involving your fees, charges or tariffs, or the non-payment or late payment of your debts.

4.8. FIDUCIARY FUNDS

Any inability or intentional failure on your part, or on the part of your agents or representatives, to pay or collect monies, or any Claim arising from the administration of funds held in a fiduciary capacity by You, your agents or representatives. This includes, but is not limited to, Claims where duty and/or freight monies are collected but not paid to customs, freight carriers or any other party.

4.9. HAZARDOUS MATERIALS, POLLUTION AND CONTAMINATION

Any actual, alleged or threatened environmental damage, pollution, or contamination of any kind whatsoever and howsoever caused, including but not limited to, Claims arising out of accidental, sudden or gradual, foreseeable or unforeseeable, intentional or unintentional occurrences.

Any error or omission involving the documentation of all or part of a shipment of Hazardous, dangerous, poisonous, infectious, nuclear, or radioactive Cargo and any failure to provide or make available in any way "emergency response information" or similar emergency procedures, with regard to such Cargo at any stage of transit, storage or handling.

Any failure to properly label, mark or designate any shipment or part thereof where the shipment involves Hazardous, dangerous, poisonous, radioactive or nuclear materials, goods, or commodities and any failure to follow or advise any party of any applicable governmental regulations or procedures regarding any activity involving such materials, goods, or commodities. This Policy shall not cover any loss, expense, fine or penalty arising out of any governmental action, requirement or request that You test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any materials, goods or commodities excluded from coverage under this Policy.

4.10. HOLD HARMLESS

Any agreement by You to hold harmless, indemnify, or contribute to the actual or potential liability of another.

4.11. INHERENT VICE

Any inherent vice, corrosion, decay, fungus, mildew, mould, rot, rust, or any quality, fault or weakness in the property which caused Damage to, or otherwise resulted in the loss or destruction of the property.

4.12. INJURY TO PERSONS

Any bodily injury to persons, including but not limited to:-

- (a) Illness;
- (b) Physical condition;
- (c) Mental anguish;
- (d) Emotional distress;
- (e) Disease; and
- (f) Death.

4.13. INSOLVENCY OF ANY COMPANY

Any consequential or other similar indirect losses arising from the liquidation, insolvency or placing into receivership of any company.

4.14. INSURANCE ADVICE AND/OR ARRANGEMENTS

Any provision of insurance advice or insurance arrangements, including but not limited to, your failure to arrange insurance on behalf of a Third Party when requested, or contractually obliged, to do so.

4.15. LABOUR DISPUTES, RIOTS, CIVIL COMMOTION AND TERRORISM

Any labour disputes, strikers, locked-out workmen or persons taking part in labour disturbances, riots, or civil commotions; or terrorism or other act caused by a person acting with political or religious motive.

4.16. LOSS OF OR DAMAGE TO YOUR PROPERTY OR THE PROPERTY OF OTHERS

Subject to any provisions contained in this Policy, any Loss of or Damage to property owned, occupied, leased or rented by you.

Any Loss of or Damage to property belonging to a Third Party unless the property was in your care, custody and/or control during the ordinary course of carriage by sea, air, road or rail, performed under your Contract Conditions and/or Bill of Lading.

4.17. MYSTERIOUS DISAPPEARANCE

Any Loss arising from the mysterious disappearance or any unexplained Loss or any shortage discovered upon taking inventory, regardless of when or how the Loss is discovered.

4.18. PERFORMANCE CONTRACTS

Any assumption of responsibility to your customer for an agreed deadline for the delivery and/or release of Cargo, or any performance contract, oral or written.

4.19. PERSONAL INJURY AND INFRINGEMENT OF RIGHTS

Any personal injury and/or infringement of rights, including but not limited to:-

- a. False arrest, imprisonment or detention of goods and/or persons;
- b. Libel, slander or defamation;
- c. Discrimination and/or harassment;
- d. Trespass, wrongful entry upon premises, eviction or invasion of any right of privacy; (e) Malicious prosecution;
- e. Advertising offences, infringement of copyright, title, slogan, patent, trade dress, trade name, service mark, service number or trademark;
- f. Plagiarism, piracy or misappropriation of an idea or intellectual property;

- g. Unfair competition, restraint of trade, including but not limited to, disparagement of goods or services of another; or
- h. Boycotts and/or restrictive trade agreements.

4.20. PROPERTY UNDER PROCESS

Any damage to property insured under this Policy which may be sustained whilst the property is in use, being worked upon and/or repaired.

4.21. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other Hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other Hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or any chemical, biological, bio-chemical, or electromagnetic weapon.

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

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:-

4.22. TAXES, FINES, PENALTIES AND LIQUIDATED DAMAGES

Any fines, penalties, liquidated damages or taxes assessed directly against You in relation to the violation of any law or regulation (proven or otherwise) by the government of any country or any of its administrative or regulatory agencies.

This exclusion does not apply to Claims brought against You in relation to customs duty, sales tax, value-added tax or similar fiscal charges imposed by an importer or exporter for which the importer or exporter holds You responsible for an otherwise covered activity.

4.23. TRANSPORTATION EQUIPMENT

Any chartering, ownership, leasing, management, maintenance, operation or use of:-

- (a) watercraft, motor vehicles, aircraft or any kind of Conveyance; or
- (b) containers, drums, tanks, equipment or device used to transport, hold or contain any goods or commodities.

4.24. UNFAIR OR DECEPTIVE TRADE PRACTICES

Any loss arising from unfair or deceptive trade practices or any unfair or deceptive Claims practices whether prohibited by the law of any state, province, country, or by international laws, custom or usage.

Any fine or penalty imposed by law, statute, rule, regulation or government authority. However, We may defend proceedings relating to such fines or penalties if You are also seeking in the proceedings relief or compensation for a loss covered by this Policy.

4.25. VALUABLE CARGO

Any loss, damage or liability for bullion, banknotes, cash, bonds, cheques, securities, negotiable documents, credit or charge cards, deeds, manuscripts, coins, stamps, precious jewellery, precious stones, precious metals, plans, works of art, bloodstock, cigarettes, mobile or cellular phones, WAP and other portable telephone equipment and/or accessories, microchips and semi conductors.

4.26. VOLUNTARY PARTING WITH TITLE OR POSSESSION

Any Claim arising from the voluntary parting with title to, or possession of, any property through a fraudulent scheme, trick, or false pretence. This cover expressly excludes any liability arising due to involvement of Insured's employees/servants.

4.27. WAR AND SEIZURE

Any damage or liability caused by or arising from:-

- a. war, civil war, invasion, act of foreign enemy, revolution, rebellion, insurrection or civil strife, military or usurped power, or hostilities by or against a belligerent power;
- b. the actual or attempted capture, seizure, arrest, restraint, detainment (piracy excepted), civil arrest, attachment or confiscation, and the resulting consequences; or
- c. derelict mines, torpedoes, bombs or other derelict weapons of war.

4.28. WRONGFUL, WILFUL, KNOWING AND/OR INTENTIONAL CONDUCT

Any wrongful, wilful and/or intentional act or omission by You or your Employee. Wrongful, wilful and/or intentional act includes, but is not limited to: dishonest, criminal, intentional, deliberate, fraudulent or knowingly wrongful or malicious acts or omissions, recklessness or conversion.

SECTION 5: STANDARD COVER

5.1 BILL OF LADING LIABILITY

WHAT THIS SECTION COVERS

This Section covers your legal liability for any physical Loss or Damage to your customer's Cargo whilst in the ordinary course of transit. Your legal liability is only covered if it arises out of the issuance of your Bill of Lading, or under your Contract Conditions, or under any international transport convention or applicable national law. Your legal liability must arise out of the conduct of your Insured Business Activities.

The physical Loss or Damage must be caused by an Accident which occurred within the Territorial Limits and during the Policy period. If it cannot be reasonably ascertained whether the Accident occurred during the Policy period, then We will pay a proportion of the Claim, subject to the terms and conditions of this Policy. The proportion of the Claim which We will pay shall be calculated by taking the number of days falling within the Policy period during which the Loss might reasonably have occurred, divided by the total number of days during which the Loss might reasonably have occurred. This percentage shall then be applied to the net amount which would have been recoverable were the Loss fully insured under this Policy.

Your cover under this Section is subject to the Limit of Liability and Deductible stated in the Schedule.

ADDITIONAL CLAIMS EXPENSE –GENERAL AVERAGE AND SALVAGE

In addition to the Claims Expenses applying to the whole Policy, We will provide security in relation to general average, salvage and special charges due from Cargo interests under your Bill of Lading. You must not release Cargo to consignees without ensuring that they have provided adequate substitute security to the owners, salvagers or other parties demanding such security. If You release Cargo without ensuring that adequate substitute security has been provided, You must give Us a cash deposit for the full amount of that security within ten (10) days of the release of the Cargo.

5.2 ERRORS & OMISSIONS

WHAT THIS SECTION COVERS

This Section covers your legal liability for direct financial loss suffered by your customers as a result of your negligence in the conduct of your Insured Business Activities.

The direct financial loss must be caused by an act, error or omission that is the direct and proximate cause of the loss complained of.

This Section only applies to direct financial loss which occurs within the Territorial Limits and is notified to You or in writing during the Policy period.

Your cover under this Section is subject to the Limit of Liability and Deductible stated in the Schedule.

SECTION 6: OPTIONAL EXTENSIONS

The following Optional Extensions (which are subject otherwise to the terms of this Policy) apply to this Section only if shown as “included” in the Schedule.

6.1 BAILEE LIABILITY

WHAT THIS SECTION COVERS

This Section covers your legal liability for the payment of Damages as compensation for physical Loss of, or Damage to, the property of others (including Cargo, trailers, containers and similar transportation equipment not owned, rented, or leased by you).

This Section only applies if the property was in your care, custody and/or control pursuant to your Insured Business Activities carried out subject to your Contract Conditions.

This Section only applies if the property was, at the time of Loss or Damage:-

- (i) in transit in a vehicle owned or leased by you; or
- (ii) in or at the warehouse located at the address(es) stated in the Schedule.

SUBCONTRACTORS

This Section does not apply to Cargo which was in the care, custody and/or control of your Subcontractors and/or your agents.

POLICY GENERAL EXCLUSION

Where this Section applies to a Claim, General Exclusion 4.16 shall be amended as follows:-

4.16. LOSS OF OR DAMAGE TO YOUR PROPERTY OR THE PROPERTY OF OTHERS

Subject to all the provisions contained in this Policy, any Loss of or Damage to property owned, occupied, leased or rented by you.

Any physical Loss of or Damage to property belonging to a Third party unless the property was in your care, custody and/or control pursuant to your Contract Conditions.

Where this Section applies, General Exclusion 4.23 shall not apply to Claims for Loss or Damage to Transportation Equipment in your care, custody and/or control that is not owned or leased by you.

ADDITIONAL EXCLUSIONS APPLYING TO THIS SECTION

Where this Section applies, the Policy shall not cover:-

- a. Any Loss or Damage to property owned, occupied, leased, or rented by you, your Subcontractors and/or agents, regardless of the cause of Loss or Damage;
- b. Any Loss or Damage caused by criminal, fraudulent, dishonest or illegal acts committed by: you; or
 - 1) a party who has an interest in the property; and/or
 - 2) a party to whom You entrust the property; and/or
 - 3) your partners, officers, directors, trustees or joint venture partners; and/or
 - 4) the employees or agents of the parties listed under (1) to (4) above, whether or not the act was committed at their place of employment.

ADDITIONAL CONDITION APPLYING TO THIS SECTION

Where this Section applies, the Limit of Liability applicable under this Section may not be added to the Limit of Liability applicable under any other Section or Sections under this Policy.

6.2 PACKING LIABILITY

WHAT THIS SECTION COVERS

This Section covers your legal liability for the payment of damages to your Customer in respect of Cargo that was damaged during transit, shipment or reshipment as a result of:-

- a. improper or insufficient packing or crating, or improper disassembly of Cargo for packing or crating purposes;
- b. improper or insufficient packing, loading, consolidating, stowing, blocking, or bracing into a container, trailer, or similar transportation equipment;
- c. improper selection of the wrapping, cushioning, packing or other material utilized inside a crate, box, or other container; or
- d. improper selection of the design and/or the construction of crates, boxes, or other containers. This Section shall only apply to Damage to your Customer's property if the activities listed in (a) – (d)

above were:-

- (i) performed by You or your Subcontractors and/or agents;
- (ii) are subject to your Contract Conditions; and
- (iii) were conducted in the course of your Insured Business Activities.

POLICY GENERAL EXCLUSION

Where this Section applies, General Exclusion 4.16 shall be amended as follows:-

4.16. LOSS OF OR DAMAGE TO YOUR PROPERTY OR THE PROPERTY OF OTHERS

Subject to the any provisions contained in this Policy, any Loss of or Damage to property owned, occupied, leased or rented by you.

Any physical Loss of or Damage to property belonging to a Third party as a direct result of one of the activities listed under "What This Section Covers–Packing Liability.

ADDITIONAL CONDITION APPLYING TO THIS SECTION

Where this Section applies, the Limit of Liability applicable under this Section may not be added to the Limit of Liability applicable under any other Section or Sections under this Policy.

6.3 EQUIPMENT COVER

WHAT THIS SECTION COVERS

This section covers all risks of physical Loss or Damage to forklifts, handtrucks, containers, chassis, trailers, and similar types of freight handling and/or transportation equipment that are owned by you, hired, leased or rented to You under a lease or rental agreement, as stated in the Schedule. The physical Loss or Damage must be caused by an Accident. An Accident means an unforeseen event or occurrence.

VALUATION

In the event of a total loss, We will pay up to the limit of insurance on the equipment as listed in the Schedule for any one occurrence. However, our payment will not exceed one of the following valuation methods at our sole option:

- the actual cash value (depreciated value) of the covered equipment at the time of the loss; or
- the reasonable market value of the covered equipment at the time of the loss; or
- the value stated in any lease or rental agreement, if the covered equipment is leased or rented to you; or
- the cost to repair or restore the covered equipment to its condition before the loss. However, a Claim will be considered a total loss if the cost of repairing or restoring the equipment exceeds the value determined in 1 to 3 above.

EXCLUSIONS

When coverage is provided by this Section, Exclusion 4.16 in this Policy, "Loss of or Damage to your Property or the Property of others" is deleted.

When coverage is provided by this Section, Exclusion 4.23 in this Policy, "Transportation Equipment" is deleted and replaced by the following:

We will not cover Claims arising from the chartering, ownership, lease, management, maintenance, operation, or use of: motor vehicles, watercraft, aircraft, mobile vehicles, drums, tanks, or pallets. This includes loading or unloading by You at your direction, supervision, and/or monitoring.

For purposes of this Section, the following exclusions apply to the coverage provided by this Section:

- A. Financial loss as a result of your negligence committed in conducting your business as a Transportation Specialist;
- B. Physical Loss or Damage to customers' Cargo arising out of the issuance of your Bill of Lading when conducting your business as a freight forwarder or Consolidator (principal);
- C. Loss or Damage to your owned, occupied, leased or rented property, except as described in this endorsement, regardless of cause;

- D. Loss or Damage caused by inherent vice, contamination, or deterioration, including: corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the property that causes it to damage or destroy itself;
- E. Loss or Damage caused by mysterious disappearance or unexplained loss or shortage upon taking the inventory, regardless of when or how discovered;
- F. Loss or Damage caused by voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense;
- G. Loss or Damage caused by mechanical or electrical breakdown, derangement, or malfunction;
- H. Loss or Damage caused by any defect as a result of the design, engineering, or manufacture of the covered equipment;
- I. Claims as a result of bankruptcy or insolvency of the Insured;
- J. Loss or Damage caused by loss of use, business interruption, delay, or loss of market;
- K. Loss or Damage caused by humidity, dampness, dryness, or changes in or extremes in temperature;
- L. Loss or Damage caused by processing or any work upon the covered equipment by You or your subcontractors and/or agents;
- M. Loss or Damage to containers, chassis, trailers, and similar types of transportation equipment that You own, but rent or lease to others.

ADDITIONAL CONDITIONS

When coverage is provided by this Section, Condition 3.2 in this Policy, "What You Must Do if You Know or Believe You Might Have a Claim" is supplemented as follows:

The following additional terms are added:

1. PROTECT PROPERTY –

You must take all reasonable steps to protect covered property at and after an insured Loss to avoid further Loss. We will pay the reasonable costs incurred by You for necessary repairs or emergency measures performed solely to protect covered property from further damage by an insured peril if an insured peril has already caused a loss to covered property.

You must keep an accurate record of such costs. However, We will not pay for such repairs or emergency measures performed on property which has not been damaged by an insured peril. This does not increase our limit.

2. PROOF OF LOSS –

You must send Us, within 30 days after our request, a signed, sworn proof of loss. This must include the following information:

- a) the time, place, and circumstances of the Loss;
- b) other policies of insurance that may cover the Loss;
- c) your interest and the interest of all others in the property involved, including all mortgages and liens;
- d) changes in title of the covered property during the Policy period;
- e) estimates, specifications, inventories, and other reasonable information that We may require to settle the Loss.

3. DAMAGED PROPERTY –

You must exhibit the damaged and undamaged property as often as We reasonably request and allow Us to inspect or take samples of the property.

4. ABANDONMENT –

You may not abandon the property to Us without our written consent.

When coverage is provided by this Section, the following condition is added.

The limit of coverage provided by this Section may not be stacked with or added onto the limit of any other coverage or coverages provided in.

6.4 CUSTOMS LIABILITY

WHAT THIS SECTION COVERS

This Section applies to your legal liability for fines, penalties and confiscation relating to your customers' property imposed by an authority having jurisdiction over your Insured Business Activities as a result of your negligent and unintentional breach of import or export regulations. These fines and penalties are limited to additional customs duty, sales tax, government service tax, value added tax or other similar monetary charges that would otherwise not have been due but for your negligent and unintentional breach of import or export regulations.

DEFINITION

For the purposes of this Section, "authority" is defined as:

1. Any central or local government;
2. Any agency of such government; or
3. Any body or person empowered to make regulations or issue directions in relation to:

- a) The administration of any seaport, airport or railway;
- b) The import, export or transport of any Cargo;
- c) Safety of working conditions;
- d) Immigration; or
- e) The imposition of any tax or duty.

POLICY GENERAL EXCLUSION

Where this Section applies, General Exclusion 4.23 is expanded as follows:-

4.22. TAXES, FINES, PENALTIES, AND LIQUIDATED DAMAGES

Any fines, penalties, liquidated damages or taxes assessed directly against You in relation to the violation of any law or regulation (proven or otherwise) by the government of any country or any of its administrative or regulatory agencies.

This exclusion does not apply to Claims brought against You in relation to customs duty, sales tax, value-added tax or similar fiscal charges imposed by an importer or exporter for which the importer or exporter holds You responsible for an otherwise covered activity.

This exclusion does not apply to Claims which would otherwise be covered under "What This Section Covers" in Section 6.4 – Customs Liability.

ADDITIONAL EXCLUSION APPLYING TO THIS SECTION – UNITED STATES OF AMERICA

This Section shall not apply where there has been a breach of any law, regulation or order enforced by any authority of the United States of America, the government of the United States of America or its agencies or any political subdivisions.

ADDITIONAL CONDITION APPLYING TO THIS SECTION

Where this Section applies, the Limit of Liability applicable under this Section may not be added to the Limit of Liability applicable under any other Section or Sections under this Policy.

SECTION 7: DEFINITIONS

ACCIDENT

Any unforeseen event or occurrence, or a series of events or occurrences, caused by one original source which occurs during the Policy period and gives rise to a Claim or Claims.

BILL OF LADING

Airway bill, waybill, ocean or surface Bill of Lading, house Bill of Lading or house airway bill.

CARGO

Lawful goods or merchandise which You carry, handle and/or warehouse for reward in the course of your Insured Business Activities. Includes anything Used or intended to be Used to pack or secure goods but excludes Transportation Equipment.

CLAIM

A demand against You or the filing of a suit or the commencement of an arbitration proceeding against you, seeking compensatory damages arising out of your Insured Business Activities.

CONSOLIDATOR

A party undertaking the responsibility for the physical handling and preparation of Cargo for transit including but not limited to packing operations, the loading of pallets, stuffing of crates, containers or other shipping units and the unpacking or de-stuffing of the Cargo.

CONTAINER FREIGHT STATION

A facility offering services for warehousing; receiving; forwarding; assembling and disassembling of import and export, laden and empty, containers carried under customs transit by any applicable mode of transport placed under customs control.

CONTRACT CONDITIONS

Your consignment note, standard trading conditions or conditions of service which are attached to the Schedule.

CONVEYANCE

Any ship, barge, aircraft, vehicle or rail wagon used, or intended to be used, for the carriage of Cargo.

CUSTOMER

A party to whom You provide services under your Insured Business Activities, either directly or through a Subcontractor.

CUSTOMS BROKER

A party operating under the authority of the appropriate government agency for an importer or exporter of Cargo advising and/or assisting the importer or exporter on the technical requirements of importing, preparing and filing documents, depositing import duties, securing the release of Cargo, and arranging methods of delivery of Cargo as part of its customs broker mandate.

DAMAGE

Physical damage to Cargo which occurs in the course of your Insured Business Activities during the Policy period.

DEFENCE

The necessary and reasonable investigation, adjustment, appraisal, defence and appeal costs, charges, fees and expenses (other than regular or overtime wages, salaries, fees or benefits of the directors, officers or employees of the Insured) and pre and post judgment interest, paid or incurred in defending or investigating a Claim or assisting Us in investigating or defending a Claim pursuant to our written request, and the funds for appeal, attachment or similar bonds, but without any obligation to apply for or furnish any such bonds.

DEDUCTIBLE

The amount specified under "Deductible" in the applicable Section(s).

ELECTRONIC DATA

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

EMPLOYEE

1. Any person employed by You under a contract of service; or
2. Any self-employed individual providing labour only to you.

FREIGHT FORWARDER

An agent for a shipper who arranges the domestic or international movement of Cargo via land, air and/or sea, and prepares or checks various shipping documents and otherwise arranges for the transportation of Cargo on behalf of shippers. A freight forwarder is not a carrier and does not actually perform the carriage of Cargo.

GROSS FREIGHT RECEIPTS

Any payment made to You in respect of services provided by You in the course of your Insured Business Activities, including any payment made to your Subcontractors and/or agents in respect of services

provided to your Customers, but excludes customs duty, general sales tax or similar fiscal charges paid on behalf of your Customers.

HAZARDOUS MATERIALS

Any goods listed within the current edition of the International Maritime Dangerous Goods Code and its addenda.

INSURED BUSINESS ACTIVITIES

The activities specified under the section "Business Activities Insured" which are carried out by You and/or your Subcontractors.

LIMIT OF LIABILITY

The amount specified under "Limit of Liability" in the applicable Section or Sections.

LOSS

The disappearance of Cargo in the course of the performance of your Insured Business Activities which occurs during the Policy period.

MULTI-MODAL TRANSPORT OPERATOR

Any person or organisation who undertakes, against payment of freight, to perform or to procure the performance of the carriage of goods by at least two different modes of transport.

NVOCC

A non-vessel operating common carrier by water who issues a transport document or record evidencing an obligation to carry Cargo for a shipper in respect of the international or domestic movement of Cargo to be performed by Third party carriers via water. An NVOCC does not perform the actual carriage of Cargo.

POLICY

Collectively, the Sections 1 to 8, (inclusive of Section 6 where Extensions purchased, evidenced as Endorsements) and the Schedule.

POLICY TERMS

Collectively, all the terms, conditions, limitations and exclusions contained in Section 1-8, the Schedule and any Extensions purchased.

POLLUTION

The emission, discharge, dispersal, release or escape of smoke, vapour, soot, dust, liquid, gas, petroleum substance or its derivative, chemical or waste material into or upon land, sea, the atmosphere, any watercourse or body of water.

PROFESSIONAL PACKER

A party who undertakes the packing of Cargo prior to transit on behalf of a Third party for a fee.

ROAD TRANSPORT OPERATOR

Any person or organisation whose business is transporting Cargo by road.

SECTION

The type or types of cover which is/are applicable under this Policy as specified in the Schedule.

SUBCONTRACTOR

Any person, other than your Employee, to whom You entrust Cargo or who performs on your behalf any part of your contract with your Customer, for reward.

TERRITORIAL LIMITS

The geographical area specified under "Territorial Limits" in the applicable Sections.

THIEF ATTRACTIVE GOODS

- Audio and/or visual and/or audio-visual equipment and/or accessories
- Bottled perfumery
- Bottled spirits
- Clothing and/or footwear
- Computer equipment and/or accessories
- Computer components (consisting of but not limited to system boards, memory boards, integrated circuits, microcontrollers, hard disks, disk drives, memory SIMMS, memory DIMMS, central processing units, CD ROM drives, PCMIA cards and similar electronic data processing equipment for Use with computers and/or hardware and/or software and/or programs and/or electronic data processing equipment)
- Costume Jewellery not containing precious stones and/or watches
- Non-ferrous metals in sheet, bar, tube, ingot, coil, scrap or similar form
- Photographic equipment and/or accessories
- Processed tobacco and/or tobacco products other than cigarettes.

THIRD PARTY

Any party other than the Insured, the Customer, the Insured's Employee or Subcontractor.

TRAILER

Any trailer or semi-trailer, chassis or similar goods carrying road unit which is designed to be towed by a commercial road vehicle.

TRANSPORTATION EQUIPMENT

Any equipment used to carry or handle Cargo in the course of your Insured Business Activities.

VEHICLE

Any motor vehicle, other than motor cycles, or trailer used for the carriage of Cargo.

WAREHOUSEMAN

A person engaged in the business of storing goods for a fee.

WE, US, OUR AND OURS

Royal Sundaram Alliance Insurance Company Limited

YOU, YOUR AND YOURS

The Insured under this Policy.

SECTION 8: INTERPRETATIONS

MAY

May is to be construed as permissive.

SHALL

Shall is to be construed as obligatory/compulsory.

SINGULAR AND PLURAL

Words importing only the singular number shall include the plural number and vice versa.

MASCULINE AND FEMININE

Words importing only the masculine gender shall include the feminine and neuter genders.

PERSONS, COMPANIES, ASSOCIATIONS AND BODIES OF PERSONS

Words importing persons shall include companies or associations or bodies of persons whether incorporated or unincorporated.