

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

INLAND TRANSIT (RAIL OR ROAD) CLAUSE

(Applicable to Section I & III of the
Package Policy for Exporters covered
under the Duty Exemption Schemes.)

RISKS COVERED

Risks Clause

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

EXCLUSIONS

General
Exclusions
Clause

2. In no case shall this insurance cover
 - 2.1 loss, damage or expense attributable to wilful misconduct of the assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
3. In no case shall this insurance cover loss damage or expense caused by
 - 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
 - 3.3 derelict mines bombs or other derelict weapons of war.
4. In no case shall this insurance cover loss damage of expense
 - 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
 - 4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
 - 4.3 caused by any terrorist or any person acting from a political motive.

War Exclusion
Clause

Strikes
Exclusion
Clause

DURATION:

Transit Clause

5. This insurance attaches from the time

5.1 FOR SECTION I

The goods are cleared from the port/ airport and taken charge of by the Insured or his agent and continues during the ordinary course of transit by Rail/ Road, including customary transshipment, if any, until delivery to the notified Warehouse/ Processing House at the,

destination named in the Policy and continues as per Section II thereafter, if cover thereunder is sought for.

5.2 FOR SECTION III

The goods leave the Warehouse mentioned in Section II and continues during ordinary course of transit by Rail/ Road, including customary transshipment, if any, until delivery to the registered port or until placed on board the ocean going vessel or lash barges (including sling loss) or until the goods are delivered to the Airlines and Airway Bill is issued or until expiry of two weeks after arrival of goods at the place of storage at the port town and/ or docks awaiting shipment or at the Airport awaiting delivery to the Airlines, whichever shall first occur.

CLAIMS

Insurable
Interest
Clause

6. 6.1 In order to recover under this insurance the Insured must have an insurable interest in the subject-matter insured at the time of loss.
- 6.2 Subject to 6.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Insured were aware of the loss and Underwriters were not.

BENEFIT OF INSURANCE

Not to Inure
Clause

7. This insurance shall not inure the benefit of the carrier or other bailees.

MINIMISING LOSSES

Duty of the
Assured
Clause

8. It is the duty of the Insureds and their servants and agents in respect of loss recoverable hereunder
- 8.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 8.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by relevant statute.

And the Underwriters will, in addition to any loss recoverable hereunder, reimburse the insured for any charges properly and reasonably incurred in pursuance of these duties.

9. Measures taken by the Insured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise.

Waiver Claus

AVOIDANCE OF DELAY

Reasonable
Despatch
clause

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

11. Despatches by Private Carriers under Special Contracts where Carriers limit their Liability

Limitation of
Liability of
Carriers
clause

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract, duly signed by the consignor, consignee or by the duly authorized representative, agent or where the consignment note is issued by a Private Carrier (other than the vehicle belonging to the owner of goods) or Freight Broker.

The above would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

However, in the above circumstances, if the Insureds pay an additional premium of 50% over and above the appropriate Tariff premium, the company's liability shall be limited to 90% of the assessed loss.

12. 12.1 In the event of a claim, the liability of the Company shall be limited to the market-value of the goods affected or the Sum Insured thereon, whichever is less.

Basis of
Indemnity
clause

- 12.2 In the event the goods imported under the Duty Exemption Scheme are insured upto the notified Manufacturer's premises, the Sum Insured under Section I can be the market-value of goods imported less the Sum Insured under the Marine Policy taken for the ocean voyage, provided the terms of cover under the Marine Policy are identical to the terms of cover offered under Section I of this Policy.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE

(Inland Transit not in conjunction with Ocean Going Voyage)

(Applicable to Section I & III of the Package Policy for Exporters covered under the Duty Exemption Scheme)

Risks Covered :

Risks claus

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in clause 2 below loss of or damage to the subject matter Insured caused by
 - 1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any persons acting from a political motive.

EXCLUSIONS :

General Exclusions clause

2. In no case shall this insurance cover
 - 2.1 loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
 - 2.2 loss damage or expense proximately caused by the absence shortage or withholding of labour of any description whatsoever during any strike, lockout labour disturbance, riot or civil commotion.
 - 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
 - 2.4 loss damage or expenses caused by war, civil war, revolution, rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(Applicable to Sections I & III of the Package Policy for Exporters covered under the Duty Exemption Scheme)

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

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

STORAGE - CUM - PROCESSING CLAUSE

(Applicable to Section II of the Package Policy for Exporters covered under the Duty Exemption Scheme)

This insurance attaches from the time the goods described in the Schedule arrive at the Processing House, whilst they are stored and/or are being processed at the location(s) mentioned in the Schedule, until they leave such Processing House for Export whereafter the cover continues as per Section III, if sought for.

The goods described in the Schedule are covered against the perils listed below:

1. Fire
2. Lightning
3. Explosion/ Implosion
4. Riot, Strike, Malicious Damage and Terrorism as per Riot, Strike, Malicious and Terrorist Damage Clause printed hereon.
5. Impact by any Rail/ Road vehicle or animal.
6. Aircraft and other aerial and/ or space devices and/ or articles dropped therefrom, excluding destruction or damage occasioned by pressure waves caused by such devices.
7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
8. Subsidence and Landslide (including Rockslide) damage.
9. Earthquake, Fire and Shock.
10. Burglary or House breaking.
11. Accidental physical loss or damage caused other than by an excluded peril.

EXCLUSIONS

THIS INSURANCE DOES NOT COVER

1. Loss by theft during or after the occurrence of any insured peril except as provided for in the Riot, Strike, Malicious and Terrorist Damage Clause.
2. Loss or damage to property occasioned by its own undergoing any heating or drying process.
3. Loss or damage occasioned by or through or in consequence of
 - (a) the burning of property by order of any Public Authority.
 - (b) Subterranean Fire.
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
5. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, "combustion" shall include any self-sustaining process of nuclear fission.
6. Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely,
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action, suit or other proceedings where the Company alleges that, by reason of the provisions of this Exclusion, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

7. Loss or damage to any curios or work of art for an amount exceeding Rs.1000/-, manuscripts, plans, drawings or designs, patterns, models or moulds, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, computer system, records, explosives, unless otherwise expressly stated in the Policy.
8. Property insured if removed to any building or place other than in which it is herein stated to be insured, unless otherwise expressly agreed to.
9. Loss, damage or expense caused by inherent vice or nature of the subject matter insured.
10. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion.
11. loss of earning, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
12. Loss or damage occasioned by or through or in consequence directly or indirectly of burning, whether accidental or otherwise, forest, bush and jungles and clearing of lands by fire.
13. Risks of accidental leakage and contamination.
14. Loss discovered only at the time of taking an inventory.
15. Normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces. Loss or damage arising from moth, vermin, insects, mildew, inherent defect or from any process of cleaning, repairing or restoring.

16. Any claim arising out of any contractual liability.

17. ADDITIONAL EXCLUSIONS (APPLICABLE ONLY TO BURGLARY RISK)

- a) Loss or damage due to burglary or housebreaking or any attempt thereat by any of the Insured's family or employees, or any person lawfully on the premises, or where such loss or damage has been expedited or in any way assisted or brought about by any inmate or member of such household or business staff as principal or accessory.
- b) Loss of money and/ or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat thereat.

CONDITIONS

(Applicable to Section II)

- 1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure in any material particular.
- 2. (i) On the happening of any loss or damage, the Insured shall forthwith give notice thereof to the Company and shall, within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company-
 - (a) A Claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their market-value at the time of the loss or damage.

- (b) Particulars of all other insurances, if any.
The Insured shall also, at all time, at his own expense, produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the company, as may be reasonably required by or on behalf of the Company, together with a declaration on oath or in other legal form of the truth of the claim and of any matter connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

- (ii) The Company reserves the right to treat the claim as no claim if no information/ document is submitted by the Insured within a period of 6 months from the date of loss.

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

3. On the happening of loss or damage to any of the property insured by this Policy, the Company may

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.

- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

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

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not, in any case, be entitled to abandon any property to the Company, whether taken possession of by the Company or not.

- 4. If the claim be, in any respect, fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
- 5. The Insured shall, at the expense of the Company, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

6. If, at the time of the loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
7. If the subject matter hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the subject-matter by any other peril hereby insured against, be collectively of ~~greater market-value~~ than the Sum Insured thereon, the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly.
8. "Burglary" or "House Breaking" shall mean theft following upon an actual forcible and violent entry of and/or exit from the premises by the person or persons committing such theft.
9. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall, independently of all other questions, be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two dis-interested persons as arbitrators of whom one shall be appointed in writing by each of the parties, within two calendar months after having been required so to do in writing by the other party, in accordance with the provision of the Arbitration Act 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and, in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage shall be first obtained.

10. Sum Insured under this Policy shall stand reduced by the amount of loss paid unless pro-rata extra premium is paid to reinstate the Sum Insured.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

RIOT, STRIKE, MALICIOUS AND TERRORIST DAMAGE CLAUSE

(Applicable to Section II of the Package Policy for Exporters covered under the Duty Exemption Scheme)

This Policy is extended to cover Riot, Strike, Malicious and Terrorist Damage as under:-

- I. **DAMAGE MEANS:-** Loss of or visible physical damage by external violent means to the property insured directly caused by:-
 - I.1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in exclusions 6 (a) and 6 (b) of the Storage-cum-Processing Clause.
 - I.2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
 - I.3. The wilful act of any striker or locked-out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
 - I.4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
 - I.5. Any malicious act but excluding any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) provided that the company shall not be liable for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt by any person taking part therein.
- II. Loss of or damage to the property insured by explosion or otherwise directly caused by :-

- II.1 An act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
- II.2 The action of any lawfully constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimizing the consequences thereof.

For the purpose of this Clause, 'TERRORISM' shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

This insurance does not cover:-

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omissions of any kind.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery in prevention or access to the same.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

CARGO CLAUSES (AIR) (excluding sendings by Post) (For use only with the Package Policy for Exporters covered under the Duty Exemption Scheme)

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in clauses 2, 3 and 4 below. Risks Clause

EXCLUSIONS

2. In no case shall this insurance cover
- 2.1 loss, damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss, damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
3. In no case shall this insurance cover loss damage or expense caused by
- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 3.2 capture seizure arrest restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat
 - 3.3 derelict mines torpedoes bombs or other derelict weapons of war
4. In no case shall this insurance cover loss damage or expense
- 4.1 caused by strikers, locked-out, workmen or persons taking part in labour disturbances, riots or civil commotions
 - 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 4.3 caused by any terrorist or any person acting from a political motive

DURATION:

5. This Insurance attaches from the time
- 5.1 **FOR SECTION I**
The goods are cleared from the port/ airport and taken charge of by the Insured or his agent and continues during the ordinary course of transit by airfreight, including customary transshipment, if any, until delivery to the notified Warehouse/ Processing House at the destination named in the Policy and continues as per Section II thereafter, if cover is sought for.
 - 5.2 **FOR SECTION III**
The goods leave the Warehouse mentioned in Section II and continues during ordinary course of transit by airfreight to the registered port until placed on board the ocean going vessel or lash barges (including sling loss) or until the goods are delivered to the Airlines and Airway Bill is issued or until expiry of two weeks after arrival of goods at the place of storage at the port town and/or docks awaiting shipment or at the Airport awaiting delivery to the Airlines, whichever shall first occur.
 - 5.3 This Insurance shall remain in force 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.

6. 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 delivery 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 Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 5 above

Termination of Contract of Carriage Clause

Insurable Interest Clause

CLAIMS

7. 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 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 Underwriters were not.
8. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject matter to the destination to which it is insured hereunder
This Clause 8, which does not apply to general average or salvage charges shall be subject to the exclusions contained in Clauses 2, 3, and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.
9. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to the unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter to the destination to which it is insured would exceed its value on arrival.

Forwarding Charges Clause

Constructive Total Loss Clause

BENEFIT OF INSURANCE

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

Not to Inure Clause

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Duty of Assured Clause

Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

LAW AND PRACTICE

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

Indian Law and Practice Clause

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

TATA AIG GENERAL INSURANCE COMPANY LIMITED

STRIKE CLAUSES (AIR CARGO)

(FOR USE ONLY WITH THE PACKAGE POLICY FOR EXPORTERS COVERED UNDER THE DUTY EXEMPTION SCHEME)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any person acting from a political motive.

Risks
Clause

EXCLUSIONS

2. In no case shall this insurance cover
 - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 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
 - 2.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
 - 2.10 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

General
Exclusions
Clause

DURATION:

3. This insurance attaches from the time

3.1 FOR SECTION I

The goods are cleared from the port/ airport and taken charge of by the Insured or his agent and continues during the ordinary course of transit, including customary, transshipment, if any, until delivery to the notified Warehouse/ Processing House at the destination named in the Policy and continues as per Section II thereafter,

3.2 FOR SECTION III

The goods leave the Warehouse mentioned in Section II and continues during ordinary course of transit by airfreight to the registered port until placed on board the ocean going vessel or lash barges (including sling loss) or until the goods are delivered to the Airlines and Airway Bill is issued or until expiry of two weeks after arrival of goods at the place of storage at the port town and/ or docks awaiting shipment or at the Airport awaiting delivery to the Airlines, whichever shall first occur.

3.3 This Insurance shall remain in force 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.

4. 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 delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

Termination of
Contract of
Carriage
Clause

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

or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 3 above

CLAIMS

5. 5.1 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.
- 5.2 Subject to 5.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

Insurable
Interest
Clause

BENEFIT OF INSURANCE

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

Not to Inure
Clause

MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 7.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 7.2 to ensure that all rights against carriers, bailees or other third parties are property preserved and exercised
- and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
9. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Duty of
Assured
Clause

Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable
Despatch
Clause

LAW AND PRACTICE

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

Indian Law
and Practice
Clause

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

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

RISKS COVERED

1. This insurance covers, except as provided in Clauses 2 below, loss of or damage to the subject-matter insured caused by
- 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 detention, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereat
- 1.3 derelict mine, torpedoes bombs or other derelict weapons of war.
- Risks Clause

EXCLUSIONS

2. In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
- General Average Clause
- General Exclusions Clause

DURATION:

3. This Insurance
- 3.1 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
- 3.1.1 and
- 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from 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
- 3.1.3 *subject to prompt notice to the Underwriters and to an additional premium*, such Insurance reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
- and
- 3.1.4 terminates, subject to 3.2 and 3.3 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.
- 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 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 oversea 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 goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2
- 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,
- or
- 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 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 such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any
- Transit clause
- Insurable Interest clause
- Duty of Assured clause

- other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 3.3.1 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;
- 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- 3.4 thereafter such insurance terminates in accordance with 3.1.4
 Subject to prompt notice to Underwriters, 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 aircarriers under the contract of carriage.
- (For the purpose of Clause 3
 "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)

4. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

5. 5.1 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. Insurable interest clause
- 5.2 Subject to 5.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 7.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 7.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. Duty of Assured clause
8. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver clause

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

10. This insurance is subject to Indian law and practice. Indian Law and Practice clause

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

THE TATA-AIG GENERAL INSURANCE COMPANY LIMITED

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

(FOR USE ONLY WITH THE PACKAGE POLICY FOR EXPORTERS COVERED UNDER THE DUTY EXEMPTION SCHEME)

RISKS COVERED

- | | | |
|-----|---|--------------|
| 1. | This insurance covers, except as provided in Clauses 2 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 detention, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereat | |
| 1.3 | derelict mine, torpedoes bombs or other derelict weapons of war. | |

EXCLUSIONS

- | | | |
|-----|---|---------------------------|
| 2. | In no case shall this insurance cover | General Average Clause |
| 2.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 2.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 2.3 | loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | General Exclusions Clause |
| 2.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 2.5 | loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein | |
| 2.6 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against | |
| 2.7 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft | |
| 2.8 | any claim based upon loss of or frustration of the voyage or adventure | |
| 2.9 | loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter. | |

DURATION:

- | | | |
|----|--|---------------------------|
| 3. | 3.1 This Insurance | Transit clause |
| | 3.1.1 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 | |
| | 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from 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 | |
| | 3.1.3 <i>subject to prompt notice to the Underwriters and to an additional premium</i> , such Insurance reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and | |
| | 3.1.4 terminates, subject to 3.2 and 3.3 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. | |
| | 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 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 oversea 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 goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2 | Insurable Interest clause |
| | 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or | Duty of Assured clause |

- 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 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 such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 3.3.1 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;
- 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- thereafter such insurance terminates in accordance with 3.1.4
- 3.4 Subject to prompt notice to Underwriters, 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 aircarriers under the contract of carriage.
- (For the purpose of Clause 3
"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)

4. **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

5. 5.1 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. Insurable interest clause
- 5.2 Subject to 5.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 7.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 7.2 to ensure that all rights against carriers, bailees or other third parties are property preserved and exercised
- and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
8. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver clause

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

10. This insurance is subject to Indian law and practice. Indian Law and Practice clause

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.