MARINE OPEN INLAND DECLARATION POLICY

UIN- IRDAN115RP0011V01200102 Marine 01

Preamble

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issuance of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Part I,II and III of the Schedule, that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured / appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

> Insured Details

Policy Number	: 2001/338069587/01/000
Issued At	: MUMBAI
Name of the Insured	: KLEIN CONSTRO DEVELOPMENT PVT LTD
Mailing Address of the Insured	: S No 30a 3b Office No 116 Ph Li Vascon Platinium Square Vadgaon Sheri, Pune, Maharashtra Pin- 411015
Politically Exposed Person (PEP)/close relative of PEP	: No
Intermediary Details	
Agency/Broker Code	: ILG71153
Agency/Broker Name	: SHAINAJ AMJAD SHAIKH
Agent's/Broker's Mobile No.	: 9067887858
Agent's/Broker's Email ID	: amjadshaikh3384@gmail.com

> Policy Details

Period of Insurance	: From : 18:32 Hours of April 04, 2025 To : Midnight of April 03, 2026
Subject Material Insured	: USED MACHINARY CRANE
Details of Transit	: From : ANY WHERE IN INDIA To : ANY WHWRE IN INDIA
Mode of Conveyance	: Rail, Road, Sea
Total Sum Insured	: Rs. 40,000,000.00
Limit Per Sending	: Rs. 5,000,000.00
Limit Per Location	: Rs. 5,000,000.00
Description of Packaging	: STANDARD
Basis of Valuation	: INVOICE + 10%
Cargo Sum Insured	: Rs. 40,000,000.00
Estimated Annual Sum Insured	: Rs. 40,000,001.00
Premium Computation	
ITC (B) Cover	: Rs. 26,567.72

Add on Covers

SRCC Cover	:	Rs. 1,398.28
Stamp Duty	:	(Rs.) 01.00
*Total Premium	:	(Rs.) 33,000.88

*Premium value mentioned above is inclusive of taxes applicable

Excess

1 % Of Whole Shipment Value Subject to minimum INR 10000

Clauses Description

1. Cargo Termination of Storage in Transit Clause (Amended)
2. Cargo Termination of Storage in Transit Clause 2004
3. Cargo Termination of transit Clause Terrorism 2004
4. Important Notice Clause
5. Inland Transit (Rail/Road) Clause - B (Named Perils) 2010
6. Institute Chemical, Biological, Bio chemical Electromagnetic Weapons and Cyber attack Exclusion Clause - 01/11/2002
7. Institute Radio-Active Contamination Exclusion Clause - 01/11/2002
8. JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007)1 Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm 2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile 3 Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not 4 For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not JX 2020-00718/06/2020
9. Limit per Sending PSL Notwithstanding anything to contrary contained in this contract the limit of the insurer liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy Shipment values exceeding this limit unless prior notice is given to the company suitable amendments have been made in the policy insured will be self insurer and for partial losses condition of average will be applicable at time of claim
10. Limit per location (PLL) Notwithstanding anything to contrary contained in this contract, Companys liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy
11. SRCC Cancellation Clause
12. Strike Riots Commotion Clause
13. The declaration for the cargo should be given on or before the 15th of every month

Warranties Description

1. Institute Replacement clause In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred but excluding duty unless the full duty is included in the amount insured in which case loss if any sustained by payment of additional duty shall also be recoverable
2. It is warranted that if the weight of the cargo exceeds than Registration Laden weight Licensed Carrying Capacity of the vehicle as mentioned in the Registration Certificate of the vehicle then any loss or damage arising out of such transit is not covered under the above mentioned policy
3. Nil claims reported/intimated till date 07-04-2025
4. Pair and set clause Where any item insured under this policy consists of articles in a pair or set, the Companys liability shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair or set and in any event not more than a

proportionate part of the insured value of the pair or set

5. Pre-existing damages are excluded from the scope of the policy coverage.
6. Premium Adjustment-It is agreed that should the utilised premiums under the Policy be less than 60 percent of the premiums paid, Policy shall subject to a minimum retention of 60 percent and the Insured shall have the option to get a refund of the balance 40 percent or get this 40 percent rolled over to the renewal policy Refund / request for transfer of balance, if any, under the policy will be allowed only if the request along with declaration of last month/quarter is received within two months from the expiry of the policy
7. Second hand Replacement clause In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the policy, the Company shall be liable only for the cost of repairing or replacing such part or parts, subject to the condition that settlement of the claim will be made in the same proportion which the insured value of the machine bears to the current market value of a similar machine The consignment covered hereunder is insured for the market value on as is where is condition Used Machinery and Spares shall be valued at the depreciated market value of the machines as on the date of loss/Accident
8. This policy is issued based on description of cargo as provided by the Insured In case , discrepancy is observed in commodity name and actual commodity as intended to insure, Please report the same to the Insurer within time span of 7 working days from the issue
9. This policy is issued based on description of cargo as provided by the Insured. In case , discrepancy is observed in commodity name and actual commodity as intended to insure, Please report the same to the Insurer within time span of 7 working days from the issue.
10. Warranted any transit from, to or through Afghanistan, Iran, Sudan, Syria, Myanmar, Cuba, Iraq, Libya, North Korea, Somalia, Chechnya, Bosnia and any of the European Union and/or UnitedStates and/or United Nations and/or United Kingdom sanctioned countries are not covered under the policy
11. Warranted that goods are transported in closed wagons and or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water
12. Warranted that over dimentional cargo is not covered Definition of Over Dimensional Cargo Any Project Cargo which including packing has dimensions in excess of 12 M length and/or 2 5 M wide and/or 2 5 M high [or US equivalent and therefore does not fit inside a standard 40 container or equivalent road trailer
13. Warranted that the vessel used is in conformity with Institute classification Clause and should not be more than 25 years of age

Survey & Claim Settlement

In the event of loss or damage which may involve a claim under this insurance policy, immediate notice thereof should be given to insurer. In no case,such intimation shall be later than 7 days from date of delivery of consignment. The application for survey should be given to :
ICICI Lombard General Insurance Company LTD , ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

Claims Payable By

ICICI Lombard General Insurance Company Limited.

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Policy shall stand cancelled ab initio in the event of non realisation of the premium.
Subject otherwise to terms and conditions of Marine Open Inland Declaration Policy.

GSTIN Reg. No	:	27AAACI7904G1ZN
IL GIC GSTIN Address	:	414, ICICI LOMBARD HOUSE, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE MAIN GATE, PRABHADEVI, MUMBAI, 400025, MAHARASHTRA
HSN/SAC code	:	997135 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.5/- paid in cash or by demand draft or by pay order, vide Receipt/Challan No. CSD10520244764 dated October 04, 2024.

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited at Mumbai on April 7, 2025.

Gaurav Arora

Authorised Signatory
ICICI Lombard General Insurance Company Ltd.

ICICI Lombard General Insurance Company LTD
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

2001/338069587/01/000

DECLARATION PROCESS

Dear Insured,

As per terms and condition of Marine Open Policy you are required to furnish declaration for each and every transit to us by 5th of every month for all the transits commenced in preceding month. The declaration can be submitted to us in following ways:

1. The certificate of insurance can be directly taken by you from our web based module ie online manager using your user id and password.

   In case if you have not received user id and password, please contactcopsmarinecertificate@icicilombard.com and mention your Policy No.

2. Alternatively the declaration can be submitted to us in attached declaration statement on or before 5th of every month for all transits commenced during the preceding month to the following email id :- marinedeclaration@icicilombard.com

   The declaration will be uploaded on the online manager and you will receive the confirmation mail for the upload of declaration.

We would like to clarify that no liability shall attach to the Insurer in respect of consignments which are not declared in the specified declaration format by 5th of every month.

Declaration Format

Details	Field
Serial No	Mandatory
Policy No	Mandatory
Amount Declared	Mandatory
Invoice No	Mandatory
LR/RR No	Mandatory
LR/RR Date	Mandatory (Should be between policy period)
Consignee Name	Mandatory
Location From	Mandatory
Location To	Mandatory
Quantity	Mandatory
Description of Cargo	Mandatory
Mode of Conveyance	Optional (Use comma to separate multiple mode of transits : Air, Sea, Road)

MARINE OPEN INLAND DECLARATION POLICY

> PART II OF SCHEDULE

INLAND TRANSIT INSURANCE (RAIL OR ROAD) CLAUSE - A (ALL RISKS)

Scope of Cover

Risks Clause

1. The Company hereby agrees, subject to the terms, exclusions and conditions herein contained, to indemnify loss or damage to the subject-matter insured as specified in Part I of the Schedule, against All Risks of loss or damage to the subject-matter insured as specified in Part I of the Schedule.

Exclusions

1. General exclusion clause

The Company shall not be liable for:

1.1 loss, damage or expense attributable to wilful misconduct of the Insured

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

1.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants);

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

1.5 loss, damage or expense caused by inherent vice or nature of the subject-matter insured;

1.6 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. War exclusion clause

The Company shall not be liable for loss, damage or expense caused by:

2.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

2.2 capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;or

2.3 derelict mines, bombs or other derelict weapons of war.

3. Strike exclusion clause

The Company shall not be liable for loss, damage or expense:

3.1 caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;

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

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

Basis of assessment of claims

1. Basis of assessment shall be:

1.1 For total loss or non delivery of the entire insured property or the subject-matter insured as specified in Part I of the Schedule, the Sum Insured;

1.2 For partial non-delivery, the proportionate amount of the Sum Insured;

1.3 For shortage: proportionate Sum Insured

1.4 For damage to insured property:

1.4.1 Repairable: Cost of repairs in full subject to Sum Insured being found adequate; otherwise settlement will be in the same proportion as the Sum Insured bears to the full insurable value.

1.4.2 Not Repairable: Proportionate Sum Insured for the item damaged

Policy related Terms and Conditions

1. Duration of Transit

This insurance attaches from the time the subject-matter insured in terms of Part I of the Schedule leaves the warehouse and/or the store at the place named in Part I of the Schedule for the commencement of transit and continues during ordinary course of transit including customary transhipment if any and terminates either

1.1 on delivery to the final warehouse or place of storage at the destination named in Part I of the Schedule, or

1.2 on the expiry of 7 days after arrival of wagon/ vehicle carrying the consignment at the destination town, or

1.3 on expiry of 30 days after arrival of subject-matter insured as specified in Part I of the Schedule at the destination town by air as specified in Part I of the Schedule, whichever shall first occur.

Note :

1. The period of 7 days referred to above shall be reckoned from the midnight of the day:

1.1 For rail transportation: on arrival of railway wagon at the destination railway station; and

1.2 For road transportation: on arrival of vehicle at destination town.

2. The period of 30 days referred to above shall be reckoned from the midnight of the day of arrival of the aircraft at the destination town.

2. Claims

Insurable interest

2.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of loss;

2.2 Subject to (i) above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance,

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not with standing that the loss occurred before the contract of insurance was concluded unless the Insured were aware of the loss and the Company were not.

3. Benefit of Insurance

Not to inure

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

4. Claim Documents

The claim documents which shall be provided in support of a claim are:

4.1 Claim form duly completed;

4.2 Original policy of insurance duly endorsed or issued in favour of the claimant in case of single despatch;

4.3 Relevant AWB/LR/RR (original) to be provided in case of non-delivery, endorsed/ issued in the name of the claimant.

4.4 Copy of correspondence lodging monetary claim with the relevant carrier within time limit prescribed in the respective Acts under a registered letter with acknowledgement due card or acknowledgement by the carrier.

4.5 Non delivery/ partial delivery/ open delivery/ assessment delivery certificates recording details of shortages or partial damage / loss or non-delivery as the case may be, issued by carriers.

4.6 Copy of Invoice and Packing List.

5. Claim Procedure

It is the duty of the Insured and their Agents in all cases to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, Bailees or other Third Parties are properly preserved and exercised. In particular, the Insured or their Agents/ Consignees must-

5.1 Under no circumstances, give clean receipts to the carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest

5.2 Take examined delivery from the carriers of any packages which are outwardly damaged or appear to have been tampered with and obtain a Certificate of Damage and/ or Shortage from the carriers; take weighment / examined delivery of any packages which are in an outwardly sound condition, but deficient in weight, as compared with the booked weight, and obtain a Certificate of Shortage from carriers, if deficiency in weight is proved; if the carriers should refuse to grant examined delivery, suitable remarks as to the condition of the packages and the contents thereof should be made in the Railway Station Delivery Book or on the negotiable copy of the Consignment Note / Airway Bill in the case of despatches by Road/ Aircraft, respectively.

5.3 Issue notices of claim against the carriers by registered Post Acknowledgement Due

Note :

The Company's liability shall succeed and not in any way supersede that of the carriers, Bailees or other third parties concerned.

Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938 and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

6. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry 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 claim 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 then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. Minimising Losses

7.1 Duty of Insured

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

7.1.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss; and

7.1.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised in terms of all applicable laws and the Company will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

7.2 Waiver clause

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the subject-matter insured as specified in Part I of the Schedule shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

8. Avoidance of Delay

Reasonable despatch clause

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

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INLAND TRANSIT (RAIL OR ROAD) CLAUSE - B (BASIC RISK)

Scope of Cover

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained to indemnify the risks of physical loss or damage to the insured property as specified in Part I of the Schedule caused by:

1. 1.1 fire;
   1.2 lightning; or
   1.3 breakage of the bridges.
2. 2.1 collision with or by the carrying vehicle;
   2.2 overturning of the carrying vehicle; or
   2.3 derailment or accidents of like nature to the carrying railway wagon / vehicle.

Exclusion

1. General exclusion clause

The Company shall not be liable for

1.1 loss, damage or expense attributable to wilful misconduct of the Insured;

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

1.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants);

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

1.5 loss, damage or expense caused by inherent vice or nature of the subject-matter insured;

1.6 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. War exclusion clause

The Company shall not be liable for loss, damage or expense caused by:

2.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

2.2 capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;or

2.3 derelict mines, bombs or other derelict weapons of war.

3. Strike exclusion clause

The Company shall not be liable for loss, damage or expense:

3.1 caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;

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

3.3 caused by any terrorist or any person acting from a political motive;

3.4 caused by deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons.

Basis of assessment

1. Basis of assessment shall be:

1.1 For total loss or non delivery of the entire insured property or the subject-matter insured as specified in Part I of the Schedule, the Sum Insured;

1.2 For partial non-delivery, the proportionate amount of the Sum Insured;

1.3 For shortage: proportionate Sum Insured

1.4 For damage to insured property.

1.4.1 Repairable: Cost of repairs in full subject to Sum Insured being found adequate; otherwise settlement will be in the same proportion as the Sum Insured bears to the full insurable value.

1.4.2 Not Repairable: Proportionate Sum Insured for the item damaged.

Policy related Terms and Conditions

1. Duration of Transit

This insurance attaches from the time the subject-matter insured in terms of Part I of the Schedule leaves the warehouse and/or the store at the place named in Part I of the Schedule for the commencement of transit and continues during ordinary course of transit including customary transhipment if any and terminates either

1.1 on delivery to the final warehouse or place of storage at the destination named in Part I of the Schedule, or

1.2 on the expiry of 7 days after arrival of wagon/ vehicle carrying the consignment at the destination town, or

1.3 on expiry of 30 days after arrival of subject-matter insured as specified in Part I of the Schedule at the destination town by air as specified in Part I of the Schedule, whichever shall first occur.

Note :

1. The period of 7 days referred to above shall be reckoned from the midnight of the day:
   1.1 For rail transportation: on arrival of railway wagon at the destination railway station; and
   1.2 For road transportation: on arrival of vehicle at destination town.
2. The period of 30 days referred to above shall be reckoned from the midnight of the day of arrival of the aircraft at the destination town.

2. Claims

Insurable interest

2.1 In order to recover under this insurance, the Insured must have an insurable interest in the subject-matter insured at the time of loss;

2.2 Subject to (i) above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, not with standing that the loss occurred before the contract of insurance was concluded unless the Insured were aware of the loss and the Company were not.

3. Benefit of Insurance

Not to inure

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

4. Claim Documents

The claim documents which shall be provided in support of a claim are:

4.1 Claim form duly completed;

4.2 Original policy of insurance duly endorsed or issued in favour of the claimant in case of single despatch;

4.3 Relevant AWB/LR/RR (original) to be provided in case of non-delivery, endorsed/ issued in the name of the claimant.

4.4 Copy of correspondence lodging monetary claim with the relevant carrier within time limit prescribed in the respective Acts under a registered letter with acknowledgement due card or acknowledgement by the carrier.

4.5 Non delivery/ partial delivery/ open delivery/ assessment delivery certificates recording details of shortages or partial damage / loss or non-delivery as the case may be, issued by carriers.

4.6 Copy of Invoice and Packing List.

5. Claim Procedure

It is the duty of the Insured and their Agents in all cases to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, Bailees or other Third Parties are properly preserved and exercised. In particular, the Insured or their Agents/ Consignees must-

5.1 Under no circumstances, give clean receipts to the carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest

5.2 Take examined delivery from the carriers of any packages which are outwardly damaged or appear to have been tampered with and obtain a Certificate of Damage and/ or Shortage from the carriers; take weighment / examined delivery of any packages which are in an outwardly sound condition, but deficient in weight, as compared with the booked weight, and obtain a Certificate of Shortage from carriers, if deficiency in weight is proved; if the carriers should refuse to grant examined delivery, suitable remarks as to the condition of the packages and the contents thereof should be made in the Railway Station Delivery Book or on the negotiable copy of the Consignment Note / Airway Bill in the case of despatches by Road/ Aircraft, respectively.

5.3 Issue notices of claim against the carriers by registered Post Acknowledgement Due

Note :

The Company's liability shall succeed and not in any way supersede that of the carriers, Bailees or other third parties concerned.

Subject to applicable law, rule, regulation or notification in this behalf,the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938 and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

6. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry 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 claim 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 then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. Minimising Losses

7.1 Duty of Insured

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

7.1.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss; and

7.1.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised in terms of all applicable laws and the Company will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

7.2 Waiver clause

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the subject-matter insured as specified in Part I of the Schedule shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

8. Avoidance of Delay

Reasonable despatch clause

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

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MARINE OPEN POLICY CONDITION

Inland Transit Insurance

1. This Marine Open Policy is effected to insure the interest specified herein dispatched either by or for account of the Insured in which they have an insurable interest.
2. It is a condition of the Policy that the Insured are bound to declare hereunder each and every consignment without exception, Company being bound to accept upto but not exceeding the Sum Insured specified in Part I of the Schedule.

1. Period of Policy

This Policy is to remain in force for a period specified in Part I of the Schedule unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations whichever is earlier.

2. Declaration :

It is hereby agreed that the Insured will record full particulars of each despatch in a Declaration Statement in the chronological order assigning declaration number for each such despatch. A copy of the statement so completed should be posted to the Company for every fortnight during the first week of the following fortnight.

Details of Declaration statement are:

2.1 Date and Number of :

- 2.1.1 Railway Receipt;
- 2.1.2 Lorry Receipt
- 2.1.3 Postal Receipt;
- 2.1.4 Airway bill;

2.2 Description of goods despatched;

2.3 Value of goods as specified in Part I of the Schedule;

2.4 Details of packing

3. Limit per Sending

This Policy is for total Sum Insured as mentioned in Part I of the Schedule. However, the amount declarable on any one despatch/ sending is subject to the limit per sending as specified in Part I of the Schedule.

4. Valuation

The shipments insured hereunder are to be valued as specified in Part I of the Schedule.

5. Cancellation

This Policy is subject to cancellation by either party on giving 15 days Notice in writing to this effect (except in the case of strike, riot and civil commotion risks which is subject to 48 hours notice of cancellation). Notice period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

This Marine Open Policy Condition Clause shall be subject otherwise to the terms and conditions of the Marine Inland Transit Insurance Policy.

SPECIAL DECLARATION POLICY CONDITION

Inland Transit Insurance

1.1 This Special Declaration Policy is effected to insure the interest specified herein despatched either by or for account of the Insured in which they have insurable interest.

1.2 The policy is not assignable or transferable. However, where interest in respect of the goods in transit has passed on to the consignee, claims if any may be settled with such consignee if so requested by the Insured.

1.3 100% of the premium on estimated annual turnover shall be paid by the Insured at the inception of the policy.

1.4 It is a condition of the policy that the Insured is bound to declare here under each and every consignment without exception, the Company being bound to accept upto but not exceeding the Sum Insured specified in Part I of the Schedule.

2. Period of Policy

This Policy is to remain in force for a period as specified in Part I of the Schedule unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations, whichever is earlier.

3. Sum Insured

3.1 The Sum Insured under the Policy is the Estimated Annual Turnover. It shall be arrived at on the basis of fair estimate of total despatches of insured goods during the policy period, including inter- depot movements and despatches to distribution or processing centres.

3.2 Minimum Annual Estimated despatches i.e. Annual Turnover (including inter - depot movements) shall be Rs. 2 Crores for the individual Insured concerned.

3.3 Increase in Sum Insured under the Policy is allowed on payment of difference in premium involved only twice during the currency of the Policy, at the absolute discretion of the Company. Once Sum Insured under the Policy including the increase if any, is exhausted, cover under the Policy shall cease to operate.

4. Declaration Clause

4.1 Total value of goods in transit shall be declared on a quarterly basis in the form of a certified statement within a period of 30 days from the end of the quarter.

4.2 The Insured shall submit final declaration within 30 days of expiry of the Policy.

5. Valuation Clause

The shipments insured hereunder are to be valued as specified in Part I of the Schedule.

6. Limit per sending

The Policy is a for a total Sum Insured as specified in Part I of the Schedule. However, the amount declarable on any one despatch/

sending is subject to the limit per sending as specified in Part I of the Schedule.

7. **Adjustment Clause**

Final premium will be adjusted (downward adjustment only) on receipt of the final declaration which must be submitted within 30 days from the expiry of the Policy.

8. **Cancellation**

This Policy is subject to cancellation by either party on giving 15 days Notice in writing to this effect (except in the case of Strike, Riot and Civil Commotion risks which is subject to 48 hours notice of cancellation). Notice period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

This Special Declaration Policy Condition Clause shall be subject otherwise to the terms and conditions of the Marine Inland Transit Insurance Policy.

Strike Riots and Civil Commotions Clause (Inland Transit Not in Conjunction with Ocean Going Voyage)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the exclusion number 2 (iii) of the policy stands deleted, subject otherwise to the terms and conditions of this extension.

1. **Extension**

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 person acting from a political motive; or

1.3 persons acting maliciously.

It is hereby agreed and declared that exclusion under Clause 2 (ii) of Part II of the Schedule is deleted.

2. **Exclusions**

In no case shall the Company be liable for:

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, lock-out labour disturbances, riot or civil commotion;

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind; or

2.4 loss, damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or any hostile act by or against a belligerent power.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

Warranties Inland Transit Insurance

In and with respect to each policy and the subject-matter of insurance, the following warranties/ conditions shall be applicable:

1. For C.I.F value insurance: "Warranted insured value herein does not exceed C.I.F cost plus ten percent."
2. For insurance of foodstuffs, meat, fish and similar edible item: "Warranted excluding the risks of rejection by government authorities at part of destination unless for damage recoverable as per Policy conditions."
3. For insurance of grains, seeds and similar cargo: "Warranted excluding natural loss in weight and /or trade shortage."
4. For insurance of fragile goods such as glass, firebricks etc.: "Warranted excluding the risks of loss or damage due to chipping, denting and scratching."
5. For bagged cargo: "Excluding the risks of shortage from sound bags."
6. Cutting clause for goods such as cast iron pipes, asbestos sheets, etc. : "Warranted that the damaged portion should be cut off and the balance utilised."
7. Label clause for bottled, tinned, canned goods: "Excluding damage to labels unless the goods themselves are damaged at the same time."
8. Institute Replacement clause:"In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

   Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine.
9. Pair and set clause : "Where any item insured under this policy consists of articles in a pair or set, the Company-s liability shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair or set and in any event not more than a proportionate part of the insured value of the pair or set."
10. Replacement Clause for second hand goods: "Where goods lost or damaged are second hand, this insurance is only to pay such proportion of the cost of repair or replacement plus charges for forwarding and refitting if incurred as the insured value bears to the cost of new goods based on present values. The consignment covered hereunder is insured for the market value on 'as is where is' condition."
11. If rate of premium is applicable to goods despatched in closed wagons / covered vehicles: "Warranted despatched at closed wagons/ covered vehicles only."
12. Refund for no claim: "Warranted if there is no claim under the policy, refund premium as may be determined in the sole discretion of the Company will be allowed."

ICICI Lombard General Insurance Company LTD
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

MARINE OPEN INLAND DECLARATION POLICY

2010

INLAND TRANSIT (RAIL/ROAD) CLAUSE - B

(NAMED PERILS)

Risks Covered

1. This insurance covers except as excluded by the provisions of Clauses 2, 3, 4 & 5 below, the risks of physical loss or damage to the insured goods caused by — Risk Clause

   a) i) Fire or explosion

      ii) Lightning

      iii) Breakage of bridges

      iv) Earthquake and Volcanic eruption

   b) i) Collision with or by the carrying vehicle/ railway wagon

      ii) Overturning of the carrying vehicle/ railway wagon

      iii) Derailment or accidents of like nature to the carrying railway wagon/vehicle

Exclusions

2. In no case shall this insurance cover — General Exclusion 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 insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and 'employees' shall not include independent contractors)

   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

   2.6 Loss damage or expense directly or indirectly caused by or arising from the use any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

   2.7 Deliberate damage to or deliberate destruction of the subjectmatter insured or any part thereof by the wrongful act of any person or persons

3. In no case shall this insurance cover loss damage or expense arising from — Unfitness Of Container/ Conveyance Clause

   3.1 Unfitness of container or land and/or rail conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out

   Prior to attachment of this insurance or By the Assured or their employees and they are privy to such unfitness at the time of loading

4. In no case shall this insurance cover loss, damage or expense caused by — War Exclusion Clause

   4.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

   4.2 Capture seizure arrest restraint or detainment and the consequences thereof any attempt thereat

   4.3 Derelict mines bombs or other derelict weapons of war.

5. In no case shall this insurance cover loss, damage or expense — Strike Exclusion Clause

5.1 Caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

5.2 Resulting from strikes, lock-outs, labour disturbance, riots or civil commotions

5.3 Caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

5.4 Caused by any person acting from a political, ideological or religious motive.

5.5 Caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

Duration

6. Transit Clause

6.1 Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any, and terminates either

6.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or

6.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

6.1.3 When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

6.1.4 In respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or

6.1.5 In respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy

6.1.6 Until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter at the destination town named in the policy.

whichever shall first occur

N.B 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

6.2 This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

Claims

7. Insurable Interest Clause

7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of 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 the underwriters were not.

Benefit of Insurance

8. This insurance — Not To Inure Clause

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

8.2 Shall not extend to or otherwise benefit the carrier or other bailees.

Minimising Losses

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty Of Assured Clause

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

9.2 To ensure that all rights against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

10. 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

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

Law and Practice

12. This insurance is subject to Indian Law & practice — Jurisdiction Clause

PART III OF SCHEDULE

Standard Terms And Conditions

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company .

8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. ElectronicTransactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall

11.1 Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.

11.2 Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.

11.3 Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.

11.4 Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

12.1 enter and/or take possession of the insured property, where the loss or damage has happened

12.2 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

12.3 keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and /

or,

12.4 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. 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 requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon. If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy 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 required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian currency only.

20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of the Courts in India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court

21. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

22. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or email.

23. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

CARGO TERMINATION OF STORAGE IN TRANSIT CLAUSE

(For warehousing and or storage risks insured in the ordinary cause of transit)

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

1. Notwithstanding any provision to the contrary contained in this policy or the clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured whilst being warehoused and /or stored, this cover is conditional upon such warehousing and/or storage being in the ordinary course of transit and, in any event, SHALL TERMINATE EITHER:

   1.1 As per the transit clauses contained within the Policy.

   Or

   1.2 On delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

   1.3 On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

   Or

   1.4 In the respect of marine transits, on the expiry of 60 days completion after of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

   1.5 In respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

   Whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Institute Chemical, Biological, Bio-Chemical Electromagnetic Weapons and cyber attack exclusion clause

This Clause shall be paramount and shall be 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 Any chemical, biological, bio-chemical or electromagnetic weapon.

   1.2 The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme ,Computer virus or process or any other electronic system.

CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Notwithstanding any provision to the contrary contained in this policy or the Clauses referred to therein ,it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive ,such cover is conditional upon the subject-matter

therewith.

insured being in the ordinary course of transit and ,in any event ,SHALL TERMINATE EITHER:

MARINE OPEN INLAND DECLARATION POLICY

1.1 on per the transit clauses contained within the policy,

or

1.2 on delivery to the consignee's or other final warehouse or place of the storage at the destination named herein.

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

OR

1.4 in the respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge.

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge.

Whichever shall be first occur

2. If this policy or the clauses referred to therein specifically provide cover for inland or other further transit following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(01.11.02)

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 arising from

1.1 ionising radiation 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 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 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, are being prepared , carried, stored, or used for commercial , agricultural , medical , scientific or other similar peaceful purposes.

PRIVATE CARRIERS WARANTY

The insurer's liability shall be limited upto 75 % of the assessed loss

1. Where the consignment Note is issued limiting the liability to the carriers by special contract duly signed by the consignor, consignee or their duly authorized representative or agent or

2. Where the consignment note is issued by a Private carrier (other than the vehicle belonging to the owner of the goods) or Freight Broker or

3. Where the goods are being transported in insured's own vehicle.

This warranty would not apply where loss/damage occurred whilst the goods were not in the custody of the carriers.

SRCC CANCELLATION CLAUSE

The cover against strikes, riots and civil commotions risks (as defined in the relevant SRCC Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of SRCC Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

The cover against strikes, riots and civil commotions risks (as defined in the relevant SRCC Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall The cover against strikes, riots and civil commotions risks other then nuclear fuel, when such isotopes

MARINE OPEN INLAND DECLARATION POLICY

Grievance Clause

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.

The details of Insurance Ombudsman are available below:-

Sr. No	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Shri Kuldip Singh, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Mr. Vipin Anand, Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
3	BHOPAL Shri R. M. Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpalbhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Shri Suresh Chandra Panda, Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Mr. Atul Jerath, Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Shri Segar Sampathkumar, Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Shri Sudhir Krishna, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & following District of Haryana- Gurugram, Faridabad, Sonepat and Bahadurgarh

	New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	
8	ERNAKULAM Shri G Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulum@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Shri Somnath Ghosh, Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Shri N Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 – 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Shri Rajiv Dutt Sharma, Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Shri P K Rath, Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Shri Bharatkumar S. Pandya Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Shri Chandra Shekhar Prasad, Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Shri N. K Singh Office of the Insurance Ombudsman,	Bihar, Jharkhand.

	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	
17	PUNE Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

The updated details of Insurance Ombudsman are available on IRDA website:www.irdaindia.org, on the website of General Insurance Council:www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company

Click Here to view the Customer Information Sheet (CIS). It provides an overview of the policy features, service and claim processes, as well as other important terms.

ICICI Lombard General Insurance Company Limited

Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

TAX INVOICE

(ORIGINAL FOR RECIPIENT)

Name of the Customer : KLEIN CONSTRO DEVELOPMENT PVT LTD

Address of the Customer : S NO 30A 3B OFFICE NO 116 PH LI VASCON PLATINIUM SQUARE VADGAON SHERI INDIA MAHARASHTRA PUNE PIN - 411015

GSTIN/ Unique Id of registered recipient : 27AAICK5671L1ZY

Invoice Number	100425542650	ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED	
Policy Number	2001/338069587/01/000	**Bill from Address (IL GSTIN Address)**	Flat No. 501, 5th Floor, Metro House, 7B Mangaldas Road, Pune-411 001 Maharashtra, Maharashtra, 411001
Invoice Date	04/04/2025	**GSTIN**	27AAACI7904G1ZN

Sr. No	Particulars	PAN	SAC Code of service	Amount (₹)
1	GENERAL INSURANCE SERVICES	AAACI7904G	997135	27966

Total value of services (Premium Value without Tax) (₹)	27966

Sr No.	Applicable taxes	Rate of applicable taxes (%)	Tax Amount (₹)
1	CGST	9	2516.94
2	SGST	9	2516.94
3	IGST	0	0
4	UTGST	0	0
Total Tax Amount (₹)			5033.88
Whether tax payable under reverse charge?			No
Tax payable by the receiver (₹)			0
Total Premium inclusive Tax (₹)			32999.88

Place of Supply:

MAHARASHTRA

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.