

बीमा ऐन, २०४९ को दफा ४१ बमोजिम गठित बीमा दर सल्लाहकार समितिको सिफारिशमा बीमा ऐन, २०४९ को दफा ८(घ२) ले दिएको अधिकार प्रयोग गरी बीमा नियमावली, २०४९ को नियम १८ को उपनियम (२) को प्रयोजनको लागि बीमा समितिले देहायको सामुद्रिक बीमा दर सम्बन्धी निर्देशिका, २०६५ जारी गरेको छ ।

परिच्छेद - १

प्रारम्भिक

१. संक्षिप्त नाम र प्रारम्भ : (१) यो निर्देशिकाको नाम “सामुद्रिक बीमा दर सम्बन्धी निर्देशिका, २०६५” रहेको छ ।

(२) यो निर्देशिका समितिले तोकिएको मितिदेखि लागू हुनेछ ।

२. परिभाषा : विषय वा प्रसंगले अर्को अर्थ नलागेमा यो निर्देशिकामा:

(क) “समिति” भन्नाले बीमा ऐन, २०४९ को दफा ३ को उपदफा (१) बमोजिम गठित बीमा समिति सम्झनु पर्छ ।

(ख) “बीमक” भन्नाले बीमा ऐन, २०४९ को दफा १० को उपदफा (३) बमोजिम सामुद्रिक बीमा व्यवसाय गर्न पाउने गरी दर्ता भएको संगठित संस्था सम्झनु पर्छ ।

(ग) “बीमित” भन्नाले यो निर्देशिका बमोजिम सामुद्रिक बीमा गराउने व्यक्ति वा संस्था सम्झनु पर्छ ।

(घ) “सामुद्रिक बीमा” भन्नाले एक वा एक भन्दा बढी हुवानीको साधन प्रयोग गरी मालसामान (Cargo) ओसार पसार गर्दा आइपर्न सक्ने जोखिम विरुद्ध यसै निर्देशिका बमोजिम गरिने बीमा सम्झनु पर्छ ।

(ङ) “बीमालेख” भन्नाले सामुद्रिक बीमाको करारनामा सम्बन्धी अधिकार तथा दायित्व उल्लेख भएको यस निर्देशिका बमोजिमको लिखत सम्झनु पर्छ र बीमालेखको तालिका, बीमालेखमा संलग्न क्लज(हरु), सम्पुष्टि(हरु) तथा बन्देजहरु बीमालेखका अभिन्न अंग मानिने छन् ।

(च) “सुरक्षण पत्र (Cover Note)” भन्नाले तत्काल बीमालेख जारी गर्न सम्भव नभएको अवस्थामा बीमा सुरक्षण प्रदान गर्न बीमालेखको सट्टामा यसै निर्देशिका बमोजिम जारी गरिने लिखत सम्झनु पर्छ ।

(छ) “बन्देज (Warranty)” भन्नाले बीमाको विषय वस्तुको प्रकृती अनुसार बीमकले बीमालेखको तालिकामा उल्लेख गर्ने यसै निर्देशिका बमोजिमको प्रावधान सम्झनु पर्छ ।

(ज) “बीमाशुल्क” भन्नाले सामुद्रिक बीमा बापत बीमितले बीमकलाई तिर्नु पर्ने रकम सम्झनु पर्छ ।

(झ) “बीमा दर” भन्नाले यो निर्देशिका बमोजिम लगाइने सामुद्रिक बीमासंग सम्बन्धित न्यूनतम बीमाशुल्क दर सम्झनु पर्छ ।

- (ज) “सम्पुष्ट” भन्नाले बीमालेखको तालिकामा उल्लिखित विवरणमा आवश्यकतानुसार थपघट गर्नका लागि बीमालेखको एक अंगको रूपमा रहने बीमालेखसंग संलग्न थप लिखत सम्झनु पर्छ ।
- (ट) “अधिक” भन्नाले प्रत्येक दावी वापत बीमित स्वयंमले अनिवार्य रूपले व्यहोर्नु पर्ने यसै निर्देशिका बमोजिमको अंश सम्झनु पर्छ ।
- (ठ) “बीमालेखको तालिका” भन्नाले सामुद्रिक बीमा गर्दा जारी गरिने यसै निर्देशिका बमोजिमको बीमालेखको तालिका (सेड्युल) सम्झनु पर्छ ।
- (ड) “प्रश्नावली फाराम” भन्नाले सामुद्रिक बीमा गर्न चाहने व्यक्ति/संस्थाले पूर्ण रूपमा भरेर बीमक समक्ष बुझाउनु पर्ने यसै निर्देशिका बमोजिमको विवरण फाराम सम्झनु पर्छ ।
- (ढ) “क्लज (Clause)” भन्नाले बीमालेखको अभिन्न अंगको रूपमा रहने यसै निर्देशिका बमोजिमको सामुद्रिक बीमा सम्बन्धी क्लज सम्झनु पर्छ ।
- (ण) “ICC 'A'” भन्नाले यसै निर्देशिका बमोजिमको Institute Cargo Clauses 'A' सम्झनु पर्छ ।
- (त) “ITC 'A'” भन्नाले यसै निर्देशिका बमोजिमको Inland Transit (Rail or Road) Clause 'A' सम्झनु पर्छ ।
- (थ) “ICC (Air)” भन्नाले यसै निर्देशिका बमोजिमको Institute Cargo Clauses (Air) सम्झनु पर्छ ।
- (द) “ICC 'B'” भन्नाले यसै निर्देशिका बमोजिमको Institute Cargo Clauses 'B' सम्झनु पर्छ ।
- (ध) “ITC 'B'” भन्नाले यसै निर्देशिका बमोजिमको Inland Transit (Rail or Road) Clause 'B' सम्झनु पर्छ ।
- (न) “ICC 'C'” भन्नाले यसै निर्देशिका बमोजिमको Institute Cargo Clauses 'C' सम्झनु पर्छ ।
- (प) “ITC 'C'” भन्नाले यसै निर्देशिका बमोजिमको Inland Transit (Rail or Road) Clause 'C' (Fire Risk Only) सम्झनु पर्छ ।
- (फ) “सम्पूर्ण जोखिम बीमा (All Risk Insurance)” भन्नाले यस निर्देशिकामा समाविष्ट ICC 'A' वा ITC 'A' वा ICC (Air) क्लजमा उल्लेखित अपवाद(हरु) तथा बन्देज(हरु) बाहेकका सबै जोखिम(हरु) रक्षावरण हुने बीमा सम्झनु पर्छ ।
- (ब) “आधारभूत जोखिम बीमा (Basic Risk Insurance)” भन्नाले यस निर्देशिकामा समाविष्ट ICC 'B' वा ITC 'B' क्लज बमोजिमका जोखिमहरु मात्र रक्षावरण हुने बीमा सम्झनु पर्छ ।
- (भ) “न्यूनतम जोखिम बीमा (Minimum Risk Insurance)” भन्नाले यस निर्देशिकामा समाविष्ट ICC 'C' वा ITC 'C' क्लज बमोजिमका जोखिमहरु मात्र रक्षावरण हुने बीमा सम्झनु पर्छ ।

- (म) “अति जोखिमपूर्ण वस्तु (Extra Hazardous Goods)” भन्नाले ३२.२ डिग्री सेण्टिग्रेड (९० डिग्री फरेन हाइट) भन्दा कम ज्वलन बिन्दु (Flash Point) भएको वस्तु सम्झनु पर्छ ।
- (य) “जोखिमपूर्ण वस्तु (Hazardous Goods)” भन्नाले ३२.२ डिग्री सेण्टिग्रेड (९० डिग्री फरेन हाइट) वा सो भन्दा बढि तर ६५.५ डिग्री सेण्टिग्रेड (१५० डिग्री फरेन हाइट) भन्दा कम ज्वलन बिन्दु (Flash Point) भएको वस्तु सम्झनु पर्छ ।
- (र) “जोखिम रहित वस्तु (Non hazardous Goods)” भन्नाले ६५.५ डिग्री सेण्टिग्रेड (१५० डिग्री फरेन हाइट) वा सो भन्दा बढि ज्वलन बिन्दु (Flash Point) भएको वस्तु सम्झनु पर्छ ।
- (ल) “घोषित बीमालेख (Declaration Policy)” भन्नाले यसै निर्देशिका बमोजिमको “घोषित बीमालेख” सम्झनु पर्छ ।
- (व) “तोकिए बमोजिम” भन्नाले यस निर्देशिकामा तोकिए बमोजिम सम्झनु पर्छ ।
३. **निर्देशिका** : नेपाल भित्रका बीमकले संचालन गर्ने सामुद्रिक बीमा व्यवसायको हकमा यो निर्देशिका लागू हुनेछ ।
४. **खारेजी र बचाउ** : (१) यस पूर्व समितिबाट जारी गरिएका सामुद्रिक/मार्गस्थ बीमादर सम्बन्धी व्यवस्था तथा परिपत्रहरु खारेज गरिएको छ ।
- (२) यो निर्देशिका लागू हुनु अघि सामुद्रिक/मार्गस्थ बीमादर सम्बन्धी व्यवस्था तथा परिपत्रहरु अनुरूप भए गरेका काम कारवाहीहरु यसै निर्देशिका बमोजिम भए गरेका मानिने छन् ।

परिच्छेद - २

बीमालेख सम्बन्धी व्यवस्था

५. **प्रश्नावली फाराम** : यस निर्देशिका अन्तर्गत सामुद्रिक बीमा गर्न चाहने व्यक्ति/संस्थाको तर्फबाट देहाय बमोजिमको प्रश्नावली फाराम पूर्ण रुपमा भरेर बीमक समक्ष पेश भएपछि मात्र सामुद्रिक बीमा गर्नु पर्नेछ;
- (क) घोषित बीमालेखको लागि अनुसूची-१(क) बमोजिम,
- (ख) घोषित बीमालेख बाहेक अन्य बीमालेखको लागि अनुसूची-१(ख) बमोजिम ।
६. **बीमालेख जारी गर्ने** : बीमकले सामुद्रिक बीमा गर्दा अनुसूची-२ बमोजिमको बीमालेखसंग यसै निर्देशिकामा तोकिए बमोजिमका क्लजहरु संलग्न गरी बीमालेख जारी गर्नु पर्नेछ ।
७. **बीमा सुरक्षण पत्र (कभर नोट) जारी गर्ने** : तत्काल बीमालेख जारी गर्न सम्भव नभएको अवस्थामा अनुसूची-३ बमोजिमको बीमा सुरक्षण पत्र जारी गर्न सकिने छ तर सम्भव हुनासाथ उक्त बीमा सुरक्षण पत्रको सट्टामा तोकिए बमोजिमको बीमालेख जारी गर्नु पर्नेछ ।
८. **बीमालेख/बीमा सुरक्षण पत्र जारी गर्न नहुने** : (१) यस निर्देशिकामा तोकिए बमोजिमका सम्पूर्ण विवरणहरु उल्लेख नगरी बीमालेख/बीमा सुरक्षण पत्र जारी गर्न हुदैन ।
- (२) पूरा बीमाशुल्क प्राप्त नगरी बीमालेख/बीमा सुरक्षण पत्र जारी गर्न हुदैन ।

तर यस निर्देशिकामा तोकिए बमोजिमका प्रावधानहरुको अधिनमा रही घोषित बीमालेख जारी गर्न यस व्यवस्थाले कुनै बाधा गर्ने छैन ।

९. चालु बीमालेख/बीमा सुरक्षण पत्रमा जोखिम थपघट गर्न नहुने : यस निर्देशिका बमोजिम जारी बीमालेख/बीमा सुरक्षण पत्रले रक्षावरण गरेको बीमाको विषय वस्तुको ढुवानी प्रारम्भ भैसके पछि कुनै पनि जोखिम थपघट गर्नु हुदैन ।

१०. निर्धारित बीमालेख : (१) यस निर्देशिकामा तोकिए बमोजिमको बीमालेख जारी गर्नु पर्नेछ ।

(२) उप-निर्देशिका (१) बमोजिमको बीमालेख जारी गर्दा समितिको पूर्व स्वीकृति प्राप्त नगरी बीमालेखमा कुनै थपघट गर्न पाइने छैन ।

११. बीमाशुल्क गणना गर्ने तालिका : यस निर्देशिकाको अनुसूची-४ बमोजिम बीमाशुल्क गणना गर्नु पर्ने छ ।

१२. सम्पूर्ण जोखिम बीमालेख : (१) ढुवानीको माध्यम अनुसार यसै निर्देशिका बमोजिम ICC 'A' वा ITC 'A' वा ICC (Air) क्लज संलग्न गरी सम्पूर्ण जोखिम बीमालेख जारी गर्नु पर्नेछ ।

(२) सम्पूर्ण जोखिम बीमालेखसंग ढुवानीको माध्यम तथा बीमाको विषय वस्तुको प्रकृतिको आधारमा उप-निर्देशिका (१) मा उल्लेखित क्लजको अतिरिक्त यसै निर्देशिका बमोजिमका अन्य सान्दर्भिक क्लज(हरु) संलग्न गर्नु पर्नेछ ।

(३) सम्पूर्ण जोखिम बीमालेखमा बीमाको विषय वस्तुको प्रकृतिको आधारमा यसै निर्देशिका बमोजिम सान्दर्भिक बन्देज(हरु) लगाउनु पर्ने भएमा त्यस्ता बन्देज(हरु)को सम्पूर्ण व्यहोरा बीमालेखको तालिकामा उल्लेख गर्नु पर्नेछ ।

(४) सम्पूर्ण जोखिम बीमालेख अन्तर्गत अतिरिक्त जोखिम रक्षावरण गर्दा सोको व्यहोरा बीमालेखको तालिकामा उल्लेख गरी यसै निर्देशिका बमोजिम उपयुक्त क्लज(हरु) संलग्न गर्नु पर्नेछ ।

१३. आधारभूत जोखिम बीमालेख : (१) ढुवानीको माध्यम अनुसार यसै निर्देशिका बमोजिम ICC 'B' वा ITC 'B' क्लज संलग्न गरी आधारभूत जोखिम बीमालेख जारी गर्नु पर्नेछ ।

(२) आधारभूत जोखिम बीमालेखसंग ढुवानीको माध्यम तथा बीमाको विषय वस्तुको प्रकृतिको आधारमा उप-निर्देशिका (१) मा उल्लेखित क्लजको अतिरिक्त यसै निर्देशिका बमोजिमका अन्य सान्दर्भिक क्लज(हरु) संलग्न गर्नु पर्नेछ ।

(३) आधारभूत जोखिम बीमालेखमा बीमाको विषय वस्तुको प्रकृतिको आधारमा यसै निर्देशिका बमोजिम सान्दर्भिक बन्देज(हरु) लगाउनु पर्ने भएमा त्यस्ता बन्देज(हरु)को सम्पूर्ण व्यहोरा बीमालेखको तालिकामा उल्लेख गर्नु पर्नेछ ।

(४) आधारभूत जोखिम बीमालेख अन्तर्गत अतिरिक्त जोखिम रक्षावरण गर्दा सोको व्यहोरा बीमालेखको तालिकामा उल्लेख गरी उपयुक्त क्लज संलग्न गर्नु पर्नेछ ।

१४. न्यूनतम जोखिम बीमालेख : (१) ढुवानीको माध्यम अनुसार यसै निर्देशिका बमोजिम ICC 'C' वा ITC 'C' क्लज संलग्न गरी न्यूनतम जोखिम बीमालेख जारी गर्नु पर्नेछ ।

- (२) न्यूनतम जोखिम बीमालेखसंग ढुवानीको माध्यम तथा बीमाको विषय वस्तुको प्रकृतिको आधारमा उप-निर्देशिका (१) मा उल्लेखित क्लजको अतिरिक्त यसै निर्देशिका बमोजिमका सान्दर्भिक क्लज(हरु) संलग्न गर्नु पर्नेछ ।
- (३) न्यूनतम जोखिम बीमालेख अन्तर्गत अतिरिक्त जोखिम रक्षावरण गर्दा सोको व्यहोरा बीमालेखको तालिकामा उल्लेख गरी उपयुक्त क्लज(हरु) संलग्न गर्नु पर्नेछ ।

१५. **अतिरिक्त जोखिम थप :** (१) यस निर्देशिका बमोजिम जारी हुने बीमालेख अन्तर्गत यसै निर्देशिका बमोजिम अतिरिक्त जोखिम थप गर्दा देहाय बमोजिम गर्नु पर्नेछ;

(क) बीमालेखको तालिकामा थप जोखिम रक्षावरण गरेको व्यहोरा उल्लेख गर्नु पर्नेछ ।

(ख) रक्षावरण गरेको थप जोखिम अनुरूप यसै निर्देशिकामा तोकिएको अन्य सान्दर्भिक क्लज(हरु) संलग्न गर्नु पर्नेछ ।

(ग) थप जोखिम रक्षावरण गरे वापत तोकिए बमोजिम थप बीमाशुल्क लिनु पर्नेछ ।

(२) सम्पूर्ण जोखिम बीमालेख, आधारभूत जोखिम बीमालेख र न्यूनतम जोखिम बीमालेख अन्तर्गत ढुवानीको माध्यम अनुसार हडताल, हुलदंगा तथा नागरिक उपद्रव (SRCC) वा युद्ध र हडताल, हुलदंगा तथा नागरिक उपद्रव (War and SRCC) जोखिम थप गर्न सकिनेछ ।

(३) आधारभूत जोखिम बीमालेख अन्तर्गत उप-निर्देशिका (२) मा उल्लिखित जोखिम र/वा औचित्यको आधारमा Water damage र/वा Theft Pilferage & Non-delivery वा Non-delivery जोखिम रक्षावरण थप गर्न सकिनेछ ।

तर, बीमाको विषयवस्तु सिमेण्ट रहेको अवस्थामा Non-delivery जोखिम रक्षावरण मात्र थप गर्न सकिनेछ ।

(४) यस निर्देशिकामा उल्लेख भए बमोजिम भन्दा फरक पर्ने गरी अतिरिक्त जोखिम थप गर्नु हुदैन ।

१६. **अधिक सम्बन्धी व्यवस्था :** (१) यस निर्देशिका बमोजिम जारी हुने प्रत्येक बीमालेख/सुरक्षण पत्रमा अनुसूची-५ बमोजिम अधिक लगाउनु पर्नेछ ।

(२) उप-निर्देशिका (१) बमोजिम अधिक लगाउदा प्रति Vessels/Conveyance को आधारमा लगाउनु पर्छ ।

१७. **बीमालेख रद्द :** (१) प्रतित पत्र (L/C) रद्द भएको अवस्थामा वा दोहोरो बीमा भएको अवस्थामा बाहेक जारी बीमालेख वा बीमा सुरक्षण पत्र रद्द गर्नु हुदैन ।

(२) उप-निर्देशिका (१) बमोजिम बीमालेख वा बीमा सुरक्षण पत्र रद्द गर्नु पर्दा दोहोरो बीमा भएको वा सम्बन्धित बैंकले उपलब्ध गराएको प्रतित पत्र रद्द सम्बन्धी प्रमाण संलग्न गर्नु पर्नेछ ।

(३) उप-निर्देशिका (१) बमोजिम बीमालेख वा बीमा सुरक्षण पत्र रद्द गर्नु पर्दा बीमालेख वा बीमा सुरक्षण पत्रको सक्कल प्रति फिर्ता लिनु पर्नेछ ।

(४) उप-निर्देशिका (१) बमोजिम बीमालेख वा बीमा सुरक्षण पत्र रद्द गर्नु पर्दा बीमा शुल्कको ५% सम्म रकम व्यवस्थापन खर्च वापत कट्टा गर्न सकिनेछ ।

(५) उप-निर्देशिका (१) मा जुनसुकै ब्यहोरा उल्लेख गरिएको भएता पनि Termination of Transit Clause (Terrorisssm) र/वा Automatic Termination Clause को व्यवस्था बमोजिम बीमालेख रद्द गर्न कुनै बाधा पर्ने छैन ।

परिच्छेद - ३

बीमा दर सम्बन्धी व्यवस्था

१६. बीमाशुल्क दर : यस निर्देशिका बमोजिम गरिने बीमाको न्यूनतम बीमाशुल्क दर अनुसूची-६ मा तोकिए बमोजिम हुनेछ ।

१९. बीमाशुल्क दर घटाउन नहुने : यस निर्देशिकामा तोकिएको न्यूनतम बीमाशुल्क दर भन्दा कम दरमा बीमाशुल्क निर्धारण गर्नु हुदैन ।

तर यस निर्देशिकामा तोकिएको छूट प्रदान गर्न यस व्यवस्थाले बाधा पु-याएको मानिने छैन ।

२०. समितिको पूर्व स्वीकृति लिनुपर्ने : यो निर्देशिकामा उल्लेख नभएका बीमाको विषय बस्तु र/वा जोखिमहरुको हकमा बीमाशुल्क दर निर्धारणको लागि समितिको पूर्व स्वीकृति लिनुपर्नेछ ।

२१. अतिरिक्त जोखिम रक्षावरण थप गरे बापतको बीमाशुल्क दर : यो निर्देशिका बमोजिम अतिरिक्त जोखिम रक्षावरण थप गरे बापतको न्यूनतम बीमाशुल्क दर अनुसूची-७ बमोजिम हुनेछ ।

परिच्छेद - ४

बीमाशुल्कमा छूट सम्बन्धी व्यवस्था

२२. कन्टेनर बापत छूट : ढुवानी हुने सामान कन्टेनरमा रहने भएमा बीमकले बीमितलाई अनुसूची-८ को बुँदा नं.१ मा तोकिए बमोजिम छूट प्रदान गर्न सक्नेछ ।

२३. हवाई मार्गबाट ढुवानी बापत छूट : हवाई मार्ग भै ढुवानी हुने सामानको हकमा बीमकले बीमितलाई अनुसूची-८को बुँदा नं.२ मा तोकिए बमोजिम छूट प्रदान गर्न सक्नेछ ।

तर सामुद्रिक मार्ग समेतबाट त्यस्तो सामानको ढुवानी हुने भएमा यस निर्देशिका बमोजिमको छूट प्रदान गर्नु हुदैन ।

२४. स्थल मार्ग मात्र प्रयोग गरे बापत छूट : (१) स्थल मार्ग (In-land) मात्र प्रयोग गरी ढुवानी गरिने सामानको ढुवानी प्रारम्भ हुने स्थलदेखि गन्तव्य स्थलसम्म नेपाल भित्रै पर्ने भएमा बीमकले सम्बन्धित बीमितलाई देहाय बमोजिम छूट दिन सक्नेछ ।

(क) सामानको ढुवानी प्रारम्भ हुने स्थल देखि गन्तव्य स्थलसम्मको दूरी पचास (५०) किलो मिटर भन्दा कम भएमा अनुसूची-८ को बुँदा नं.३(क) मा तोकिए बमोजिम ।

(ख) सामानको ढुवानी प्रारम्भ हुने स्थल देखि गन्तव्य स्थलसम्मको दूरी पचास (५०) किलोमिटर वा सो भन्दा बढि भएमा अनुसूची-८ को बुँदा नं.३(ख) मा तोकिए बमोजिम ।

(२) स्थल मार्ग (In-land) मात्र प्रयोग गरी ढुवानी गरिने सामानको ढुवानी प्रारम्भ हुने स्थल र/वा गन्तव्य स्थल नेपाल बाहिर भएमा बीमकले सम्बन्धित बीमितलाई अनुसूची-८ को बुँदा नं. ३ (ग) मा तोकिए बमोजिम छूट दिन सक्नेछ ।

२५. **प्रत्यक्ष बीमा वापत छूट** : बीमा अभिकर्ताको संलग्नता नभई सोभै सामुद्रिक बीमा व्यवसाय प्राप्त भएमा बीमकले बीमितलाई अनुसूची-८ को बुँदा नं.४ मा तोकिए बमोजिम छूट प्रदान गर्न सक्नेछ ।

२६. **ठूलो बीमाङ्क वापत छूट** : (१) एउटै प्रतित पत्रवाट आयात वा निर्यात हुने बीमाको विषय बस्तुको बीमाङ्क रकम रु.पच्चीस करोड वा सो भन्दा बढि भएको अवस्थामा बीमकले बीमितलाई अनुसूची-८ को बुँदा नं. ५ मा तोकिए बमोजिम छूट प्रदान गर्न सक्नेछ ।

(२) घोषित बीमालेख अन्तर्गत बीमा अवधिको समाप्ति पछि वास्तविक रुपमा कायम हुन आएको बीमाङ्क रकम रु.पचास करोड वा सो भन्दा बढी भएको अवस्थामा बीमकले बीमितलाई अनुसूची-८ को बुँदा नं. ५ मा तोकिए बमोजिम छूट प्रदान गर्न सक्नेछ ।

(३) उप-निर्देशिका (२) बमोजिमको छूट प्रदान गर्नको लागि घोषित बीमालेख अन्तर्गतको बीमित एउटै हुनु पर्नेछ ।

तर बैंक वा वित्तीय संस्था फरक फरक हुँदा उप-निर्देशिका (२) बमोजिमको छूट प्रदान गर्न बाधा पर्ने छैन ।

(४) घोषित बीमालेखको बीमा अवधि समाप्त भएपछि मात्र उप-निर्देशिका (२) बमोजिमको छूट प्रदान गर्नु पर्नेछ ।

परिच्छेद - ५

क्लज सम्बन्धी व्यवस्था

२७. **क्लजमा एकरुपता** : प्रत्येक बीमकले सामुद्रिक बीमा गर्दा अनुसूची-९ मा तोकिए बमोजिमका क्लजहरु बीमालेखसंग संलग्न गर्नु पर्नेछ । यस निर्देशिकामा तोकिए भन्दा फरक क्लज संलग्न गर्नु पर्दा समितिको पूर्व स्वीकृति लिनु पर्नेछ ।

२८. **बीमालेखसंग क्लजहरु संलग्न गर्नु पर्ने** : (१) यस निर्देशिका बमोजिम बीमालेख जारी गर्दा ढुवानीको माध्यम तथा बीमालेखको प्रकार अनुसार देहाय बमोजिमका क्लजहरु संलग्न गर्नु पर्नेछ;

(क) सामुद्रिक मार्गको जोखिम समेत रक्षावरण हुने गरी सम्पूर्ण जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(क) मा तोकिए बमोजिमको ICC'A' क्लज संलग्न गर्नु पर्नेछ,

(ख) सामुद्रिक मार्गको जोखिम समेत रक्षावरण हुने गरी आधारभूत जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(ख) मा तोकिए बमोजिमको ICC'B' क्लज संलग्न गर्नु पर्नेछ,

(ग) सामुद्रिक मार्गको जोखिम समेत रक्षावरण हुने गरी न्यूनतम जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(ग) मा तोकिए बमोजिमको ICC'C' क्लज संलग्न गर्नु पर्नेछ,

- (घ) सामुद्रिक मार्गको जोखिम रक्षावरण नहुने तर हवाई मार्गको जोखिम समेत रक्षावरण हुने गरी सम्पूर्ण जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(घ) मा तोकिए बमोजिमको ICC (Air) क्लज संलग्न गर्नु पर्नेछ,
- (ङ) स्थल मार्गको जोखिम मात्र रक्षावरण हुने गरी सम्पूर्ण जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(ङ) मा तोकिए बमोजिमको ITC'A' क्लज संलग्न गर्नु पर्नेछ,
- (च) स्थल मार्गको जोखिम मात्र रक्षावरण हुने गरी आधारभूत जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(च) मा तोकिए बमोजिमको ITC'B' क्लज संलग्न गर्नु पर्नेछ,
- (छ) स्थल मार्गको जोखिम मात्र रक्षावरण हुने गरी न्यूनतम जोखिम बीमालेख जारी गर्दा त्यस्तो बीमालेखसंग अनुसूची-९(छ) मा तोकिए बमोजिमको ITC'C' क्लज संलग्न गर्नु पर्नेछ ।
- (२) उप-निर्देशिका (१) बमोजिमको क्लजको अतिरिक्त बीमाको विषय वस्तु, ढुवानीको माध्यम, बीमालेखको प्रकार तथा रक्षावरण गरिएका थप जोखिमहरुको आधारमा देहाय बमोजिमका अन्य सान्दर्भिक क्लजहरु संलग्न गर्नु पर्नेछ ;
- (क) अनुसूची-९(ज) बमोजिम Institute war Clauses (Cargo),
- (ख) अनुसूची-९(झ) बमोजिम Notice of Cancellation and Automatic Termination Clause,
- (ग) अनुसूची-९(ञ) बमोजिम Institute Strikes Clauses (Cargo),
- (घ) अनुसूची-९(ट) बमोजिम Institute War Cancellation Clause (Cargo),
- (ङ) अनुसूची-९(ठ) बमोजिम Institute War Clauses (Air Cargo),
- (च) अनुसूची-९(ड) बमोजिम Institute Strikes Clauses (Air Cargo),
- (छ) अनुसूची-९(ढ) बमोजिम Strikes, Riots and Civil Commotions Clause,
- (ज) अनुसूची-९(ण) बमोजिम Institute Classification Clause,
- (झ) अनुसूची-९(त) बमोजिम Pre-despatch Survey Clause,
- (ञ) अनुसूची-९(थ) बमोजिम Extension of Cover Beyond Seven Days Clause,
- (ट) अनुसूची-९(द) बमोजिम Theft, Pilferage & Non-delivery Clause,
- (ठ) अनुसूची-९(ध) बमोजिम Non-delivery Clause,
- (ड) अनुसूची-९(न) बमोजिम Water Damage Clause,

- (ढ) अनुसूची-९(प) बमोजिम Institute Replacement Clause,
- (ण) अनुसूची-९(फ) बमोजिम Replacement Clause (Second Hand Machinery),
- (त) अनुसूची-९(ब) बमोजिम Duty Insurance Clause,
- (थ) अनुसूची-९(भ) बमोजिम Quarantine Insurance Clause,
- (द) अनुसूची -९(म) बमोजिम Termination of Transist Clause (Terrorism)

परिच्छेद - ६

बन्देज सम्बन्धी व्यवस्था

- ३९. बन्देजमा एक रुपता : सामुद्रिक बीमा गर्दा बीमाको विषय वस्तुको प्रकृतिको आधारमा आवश्यकता अनुसार अनुसूची-१० मा तोकिए बमोजिमका बन्देजहरु लगाउन सकिनेछ ।
- ३०. तालिकामा खुलाउनु पर्ने : बीमालेखमा लगाइएको बन्देजको पूर्ण व्यहोरा बीमालेखको तालिकामा खुलाउनु पर्नेछ ।
- ३१. फरक बन्देज लगाउन नपाइने : (१) यस निर्देशिकाको अनुसूची-१० मा उल्लेख भए भन्दा बाहेकको बन्देज लगाउन हुदैन ।
(२) उप-निर्देशिका (१)मा उल्लेख भए भन्दा बाहेकको बन्देज लगाउनु पर्ने अवस्था सृजना भएमा समितिको स्वीकृति लिनु पर्नेछ ।

परिच्छेद - ७

घोषित बीमालेख सम्बन्धी व्यवस्था

- ३२. घोषित बीमालेखमा एक रुपता : (१) यस निर्देशिका बमोजिम घोषित बीमालेख जारी गर्दा अनुसूची-२ बमोजिमको बीमालेखसंग अनुसूची-११ मा तोकिए बमोजिमको तालिका संलग्न गर्नु पर्दछ ।
(२) घोषित बीमालेखले रक्षावरण गर्ने जोखिम अनुसार यसै निर्देशिकामा तोकिएका सान्दर्भिक कलजहरु संलग्न गर्नु पर्नेछ ।
- ३३. घोषित बीमालेख जारी गर्नु नहुने : दुई वा दुई भन्दा बढी बीमितहरुको संयुक्त नाममा घोषित बीमालेख जारी गर्नु हुदैन ।
तर लगानीकर्ताको हैसियतले बीमाको विषयवस्तुमा बैंक वा वित्तीय संस्थाको वित्तीय स्वार्थ रहेको अवस्थामा बीमालेखमा त्यस्तो बैंक वा वित्तीय संस्थाको नाम उल्लेख गर्न सकिनेछ ।
- ३४. घोषित बीमालेखको अवधी : घोषित बीमालेखको अवधी बाह्र (१२) महिनाको हुनेछ ।

३५. **घोषित बीमालेखको बीमाङ्क** : घोषित बीमालेख जारी हुनु भन्दा अघिल्लो बाह्र (१२) महिना अवधीको Turnover को आधारमा घोषित बीमालेखको बीमाङ्क निर्धारण गर्नु पर्नेछ ।

३६. **हुवानी गरिएको बस्तुको घोषणा** : घोषित बीमालेख अन्तर्गत बीमा भएको बस्तुको हुवानी प्रारम्भ संगै अनुसूची-१२ बमोजिमको ढाँचाको घोषणा पत्र बीमकले प्राप्त गर्ने व्यवस्था गर्नु पर्नेछ ।

३७. **घोषित बीमालेखको बीमाशुल्क** : (१) घोषित बीमालेखको बीमाशुल्क रकम अनुसूची-६ तथा अनुसूची-७ मा तोकिएको बीमाशुल्क दर तथा अनुसूची-८ मा तोकिएको छूट बमोजिम गणना गर्नु पर्नेछ ।

(२) घोषित बीमालेख अन्तर्गत दुई वा दुई भन्दा बढि भिन्न भिन्न बीमाशुल्क दर लाग्ने बस्तुको जोखिम रक्षावरण हुने भएमा देहाय बमोजिम गर्नु पर्नेछ;

(क) छुट्टा छुट्टै बस्तुको बीमाङ्क छुट्टा छुट्टै खुल्ने भएमा सोही बमोजिम बीमाशुल्क दर लगाई बीमाशुल्क गणना गर्नु पर्नेछ ।

(ख) छुट्टा छुट्टै बस्तुको बीमाङ्क नखुल्ने भएमा घोषित बीमालेख अन्तर्गत जोखिम रक्षावरण गरिएका बस्तुहरु मध्ये अधिकतम बीमाशुल्क दर लाग्ने बस्तु बमोजिमको बीमाशुल्क दरमा पुरै बीमाङ्कको बीमाशुल्क रकम गणना गर्नु पर्नेछ ।

(३) उप-निर्देशिका (२) बमोजिम गणना गर्दा हुन आउने कूल बीमाशुल्क रकमको कमिमा पचास (५०%) प्रतिशत रकम धरौटीको रूपमा प्राप्त भए पछि मात्र घोषित बीमालेख जारी गर्नु पर्नेछ ।

(४) निर्देशिका ३६ बमोजिमको घोषणा पत्र प्राप्त भए पछि उप-निर्देशिका (२) बमोजिमको धरौटी रकमबाट घोषित बीमालेखको बीमाशुल्क रकम हिसाब मिलान गर्दै जानु पर्नेछ ।

तर कुनै पनि अवस्थामा त्यस्तो धरौटी रकम अघिल्लो एक महिना हुवानी गरिएको बस्तुको बीमाङ्क बमोजिम लाग्ने बीमाशुल्क भन्दा कम हुन दिनु हुदैन ।

परिच्छेद- ८

विविध

३८. **बीमाङ्क निर्धारण** : (१) यस निर्देशिका बमोजिम जारी गरिने बीमालेखको बीमाङ्क देहाय बमोजिम निर्धारण गर्नु पर्नेछ ।

(क) बिजक मूल्य (Invoice Value):

स्पष्टिकरण— बीमाङ्क कायम गर्ने प्रयोजनको लागि परिमाण घटवढ हुन सक्ने हद (Tolerance Level) उल्लेख भएको बिजक मूल्यको हकमा त्यस्तो Tolerance Level को अधिकतम हद जोड्दा हुन आउने परिमाणको आधारमा बिजक मूल्य कायम गर्नु पर्नेछ ।

(ख) बिजक मूल्यको दश प्रतिशत (१०%) सम्म रकम भैपरि आउने खर्च (Incidental Costs),

- ग) औचित्य प्रमाणित गर्ने कागजात पेश गर्ने गरि बुँदा नं.(ख) मा उल्लेख भएको भैपरी आउने खर्चको अतिरिक्त अन्य खर्चको लागि विजक मूल्यको दश प्रतिशत (१०%) सम्म रकम,
- घ) भन्सार शुल्क (Custom Duty) लाग्ने भएमा सम्भावित भन्सार शुल्क बराबरको रकम ।
- (२) बीमाको तालिकामा बीमाको विषयवस्तुको विजक मूल्य, भैपरी आउने खर्च (अन्य खर्च समेत) तथा भन्सार शुल्क बेग्ला बेग्लै देखाई कूल बीमाङ्क कायम गर्नु पर्नेछ ।
३९. सुरक्षण अवधी विस्तार : यस निर्देशिका बमोजिमको "ITC 'A' " वा "ITC 'B' ले प्रदान गर्ने Duration of Cover लाई औचित्यको आधारमा देहाय बमोजिम विस्तार गर्न सकिनेछ;
- (क) विस्तारको अवधी बढिमा चार हप्तासम्म कायम गर्न सकिनेछ ।
- (ख) विस्तारको लागि अनुसूची-६ मा तोकिए बमोजिम थप बीमाशुल्क लिनु पर्नेछ ।
- (ग) अनुसूची-९(त) मा तोकिए बमोजिम Extension of Cover Beyond Seven Days Clause बीमालेखसंग संलग्न गर्नु पर्नेछ ।
४०. बीमा अभिकर्ताले पाउने कमिशन रकम : बीमा अभिकर्ता मार्फत प्राप्त सामुद्रिक बीमा व्यवसाय बापत बीमा अभिकर्ताले पाउने कमिशन रकम बीमाशुल्कको दश प्रतिशत (१०%) भन्दा बढी हुनु हुँदैन ।

अनुसूची-१ (क)
(निर्देशिका ५ (क) संग सम्बन्धित)

**MARINE INSURANCE QUESTIONNAIRE FORM
(FOR DECLARATION POLICY)**

Date:

Name of office:

Agency:

ALL QUESTIONS ARE TO BE ANSWERED

1. Name & Address of Proposer:
2. Period of Insurance:
3. Description of goods to be insured:.....
4. Details of Packing :.....
5. Details of Voyage or Transit :.....
 - a) From :.....
 - b) To :.....
 - c) Mode of transit (by Sea / Air / Rail / Road) :.....
- 6.Sum Insured:.....
- 7.Limit per sending :.....
- 8.Limit per location :.....
9. Type of Insurance Cover required (All Risk / Basic Risk / Minimum Risk) :.....
10. Additional Cover required :.....
11. How long has proposer previously been handling this type of business

PROPOSER'S SIGNATURE

अनुसूची-१ (ख)
(निर्देशिका ५ (ख) संग सम्बन्धित)

MARINE INSURANCE QUESTIONNAIRE FORM

Date:.....

Name of office:.....

Agency:.....

ALL QUESTIONS ARE TO BE ANSWERED

1. Name & Address of Proposer :.....
2. Description of goods to be insured :.....
3. Details of Packing :.....
4. Details of Voyage or Transit :.....
 - a) From :.....
 - b) To :.....
 - c) Mode of transit (by Sea / Air / Rail / Road) :.....
 - d) In case of Sea Voyage, name of the vessel :.....
 - e) Invoice No & Date :
 - f) L/C No.& Date :
 - g) B/L No./C/N No./AW/B No./R/R No.& Date :
5. Estimated Date of Departure :
6. Sum Insured
 - a) Invoice value :.....
 - b) Tolerance Limit (If any) :.....
 - c) Incremental Costs (Expressed as a percentage of Invoice value) :.....
 - d) Duty (Duty amount payable on arrival) :.....
7. Type of Insurance Cover required (All Risk / Basic Risk / Minimum Risk) :.....
8. Additional Cover required :.....
9. How long has proposer previously been handling this type of business :.....

PROPOSER'S SIGNATURE

अनुसूची-२
(निर्देशिका ६ संग सम्बन्धित)
Marine Insurance Policy

We.....(hereinafter called the Insurer) hereby agree in consideration of the payment to us by or on behalf of the Insured of the Premium specified in the schedule to insure against loss , damage ,liability or expenses to the extent and in the manner herein provided

SCHEDULE

Date:	Issued at:	Date of Questionnaire:
Policy No :		Agent:
Name and address of Insured :		Bill No:
		Receipt No. :
Sum Insured:		Premium
Invoice Value		Stamp Duty
Incidental cost		VAT
Duty		Total :
Total		

Subject matter insured/Interest :

Marks & Numbers:

Voyage :

 From :

 To :

Invoice No & Date :

L/C No.& Date :

B/L No./C/N No./AW/B No./R/R No.& Date :

Vessel and / or Conveyance:

Estimated Date of Departure :

Terms of Insurance: Subject to the following clauses listed and attached hereto and printed warranties below;

Clauses:

Warranties:

Deductible Excess:

Surveyor Name :

Contact Person :

Address:

Claims payable at:

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

CONDITIONS

1 PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH INSURERS MAY BE LIABLE

A FOR CARGO SHIPMENTS

- i** 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 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 are required:-

- a** To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages;
- b** In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition;
- c** When delivery is made by container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification;

- d** To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey;
- e** To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of delivery.

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

- ii** To enable claims to be dealt with promptly the Insured or their Agents are advised to submit all available supporting documents/stated below without delay (when applicable):-

- a** Original Policy or Certificate of Insurance,
- b** Original or Copy of Shipping Invoice, together with Shipping Specification and/or Weigh Note;
- c** Original Bill of Lading and/or other contract of carriage;
- d** Survey Report or other documentary evidence to show the extent of the loss or damage;
- e** Landing Account and Weight Note, Remark Lists at final destination;
- f** Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

B FOR INLAND DESPATCHES

- i** 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 rights against Carriers, Bailees or other Third parties are properly preserved and exercised.

In particular the Insured or their Agents/Consignees must-

- a** under no circumstances, given clean receipt to the Carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest;

- b** take examined delivery from the Carriers of any packages which are outwardly damaged or appeared to have been tampered with and obtain a Certificate of Damage and/or Storage from the Carriers;

if the Carriers should refused 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 in the case of despatches by Road/Aircraft;

- c** take weightment/examined delivery of any packages which are in an outwardly sound condition, but deficient weight, as compared with the booked weight, and obtain a Certificate of Shortage from Carriers, if deficiency in weight is proved;

To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of delivery.

The Insurer's liability shall succeed and not in any way supersede that of the Carriers, Bailees or other Third Parties concerned.

- ii** To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents/stated below without delay (when applicable):-

- a** Original Policy or Certificate of Insurance;
- b** Originals or copies of the Supply Invoice and packing/weight specifications;
- c** The negotiable or other copy of the Carriers' Receipt and/or the original of the Carriers' Certificate of Non-delivery or Certificate of Damage and/or Shortage;
- d** Survey Report or any other documentary evidence of loss or damage;
- e** Copies of Notices of Claim against the Carriers and other third parties together with the relative Postal Registration Receipts and receipted A/D Cards and copies of all subsequent correspondence exchanged with them;
- f** Claim Bill.

C PROCEDURE FOR CLAIMS AGAINST CARRIERS

In the event of loss of or damage to the interest insured whilst in the custody of the Carrier, proper notice of claim, specifying details of the consignment full booking particulars, nature and extent of loss/damage and the amount of compensation, with copies of the relative Supply Invoice and the Carriers Certificate of Non-delivery or Certificate of Damage and/or Shortage must be issued against:-

- i** The General Manager or Chief Commercial Superintendent of the Railway Administration on which the booking and destination station lie, within 6 month from the date of booking; or
- ii** The Road Carriers concerned (booking and destination offices), within 6 months from the date of booking; or
- iii** The Air Carriers concerned, within 7 days from the date of delivery of the goods at destination or in the case of non-delivery within 14 days from the date of booking.

Notice of claim as above should be served by the actual owners of the goods (consignors or consignees as the case may be).

Such notices should specify that they are also being served on behalf of the Insurers.

The postal Registration Receipts and receipted A/D Cards relative to such notices of Claim, also any official acknowledgements/replies from the Carriers, should be carefully preserved. The originals of the Carrier's Receipts or certificate of Non-delivery or Certificate of Damage and/or Shortage must not be surrendered to the Carriers without prior reference to the Insurer.

2 LAW AND PRACTICE

- A Provisions of Nepalese Law (if any) shall prevail over any other Law mentioned in the clauses attached to this policy.
- B In case of any dispute on any loss or damage under this policy, the same shall be resolved according to the Insurance Act, 2049.

3 RADIOACTIVE CONTAMINATION EXCLUSION

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

- A Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- C Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

अनुसूची-३
(निर्देशिका ७ संग सम्बन्धित)

Marine Cargo Cover Note

.....having proposed for the insurance specified below and paid sum of Rs.....hereby held covered in the terms of the Insurer's usual form of Policy applicable thereto for the period from..... (time)..... to.....

Invoice No. :

Bank L/C No. :

B/L No / R/R No / C/N No/AW/BNNo. & Date :

Sum Insured;

Invoice Value :
Incidental cost :
Duty : _____

Total :

Premium

(as per attached sheet)

Stamp Duty : _____
VAT (%) : _____
Total :

DETAIL

Policy No. :

Voyage/Journey :

Conveyance :

subject Matter :

Estimated Date of Departure :

Risks Covered :

Excess :

Signed for and on behalf of the.....

Authorized Signatory

Name:

Seal

Designation:

अनुसूची-४

(निर्देशिका ११ संग सम्बन्धित)

Marine Insurance Premium Calculation Sheet

Specified premium rate (as per S.N....of Schedule 6) (In decimal)	.....(A)
Air transit discount (20% of A)	
or	
Inland transit within Nepal (limited distance) discount (30% of A)	
or	
Inland transit within Nepal discount (25% of A)	
or	
Inland transit discount (20% of A)	
	.....(B)
	(A-B) .....(C)
Container discount (10% of C)	.....(D)
	(C-D) .....(E)
Additional premium rate for;	
a) W& SRCC or SRCC (as per S.N.....of Schedule 7)	.....(F)
b) Other (specify)	
i)..... (as per S.N.... of Schedule7)	.....(G)
ii) (as per S.N.... of Schedule 7)	.....(H)
Applicable premium rate (E+F+G+H)	.....(I)
Premium for other than duty insurance	
{(Invoice value + incremental cost) x Applicable premium rate}(In Rs.)	..... (J)
Premium for duty insurance	
(Duty in amount x Applicable premium rate)	.....(K)
	(J + K) .....(L)
Direct business discount (10% of L)	.....(M)
Large Sum Insured Discount (20% of M)	.....(N)
Premium	

अनुसूची-५

(निर्देशिका १६ को (१) संग सम्बन्धित)

सामुद्रिक बीमामा लगाउनु पर्ने अधिक

- १) बीमाको विषयबस्तु टुटफुट हुने वा भाँच्चने सामान भएमा औचित्यको आधारमा बीमाङ्कको १ प्रतिशत देखि ५ प्रतिशतसम्म,
- २) बीमाको विषयबस्तु ठूलो परिमाणमा रहेको तरल पदार्थ भएमा औचित्यको आधारमा बीमाङ्कको १ प्रतिशत देखि ३ प्रतिशतसम्म,
- ३) बीमाको विषयबस्तु बोरामा रहेको सामान (Bagged Cargo) भएमा औचित्यको आधारमा बीमाङ्कको १/२ प्रतिशत देखि २ प्रतिशतसम्म ,
- ४) बीमाको विषयबस्तु माथि उल्लेख गरिए भन्दा बाहेक औचित्यको आधारमा बीमाङ्कको १/२ प्रतिशतसम्म ।

स्पष्टीकरण : बीमाको विषयबस्तुको पूर्ण क्षति (Total Loss) वा Non delivery of entire consignment / conveyance भएको अवस्थामा उल्लिखित अधिक कट्टा गर्नु हुँदैन ।

अनुसूची-६

(निर्देशिका १८ संग सम्बन्धित)

सामुद्रिक बीमाको न्यूनतम बीमाशुल्क दर (प्रति सय बीमाङ्कमा)

S.N.	Description	विवरण	Rate (%)		
			All Risk A सम्पूर्ण जोखिम	Basic Risk B आधारभूत जोखिम	Minimum Risk C न्यूनतम जोखिम
1	AUTOMOBILES (Other than driven on own power) (Spare Parts Should be rated as Sr. No.37)	स्व:चालित सवारी साधनहरू (चलाएर ल्याएको अवस्थामा बाहेक) स्पेयर पार्ट्सको बीमाशुल्क दर क्र.सं.३७ अनुसार कायम गर्नु पर्नेछ ।	0.26	0.14	0.06
2	BAGGED CARGO (Other than Specified in other points) a. In New Gunny/Jute Bags b. Polythene Bags, Double Bags, and woven Sacs	बोरामा रहेका सामानहरू (अन्य बुँदामा उल्लेख भएको बाहेक)	0.25	0.15	0.06
		क) नयाँ जुट वा गनीको बोरामा रहेको ख) पोलिथिनको बोरा, दुई तह भएको बोरा वा बुनेको बोरामा रहेको			
3	BETLENUTS	सुपारी	0.50	0.30	0.12
4	BEVERAGES AND MINERAL WATER (Including Liquors) a. In Glass Bottles b. In Other Packing	पेय पदार्थ र मिनरल वाटर (मदिरा जन्य पदार्थ सहित)	0.40	0.25	0.10
		क) शीशाको बोतलमा रहेको ख) अन्य प्याकिङ्गमा रहेको			
5	CABLES AND WIRES	सबै प्रकारका तारहरू	0.15	0.10	0.04
6	CEMENT	सिमेन्ट	0.50	0.15	0.06

S.N.	Description	विवरण	Rate (%)		
			All Risk A सम्पूर्ण जोखिम	Basic Risk B आधारभूत जोखिम	Minimum Risk C न्यूनतम जोखिम
7	CHEMICALS (Other than Fluid) a. Non Hazardous b. Hazardous c. Extra Hazardous	रासायनिक पदार्थहरू (तरल वा ग्यास बाहेक)			
		क) जोखिम रहित	0.30	0.18	0.07
		ख) जोखिमपूर्ण	0.40	0.25	0.10
		ग) अति जोखिमपूर्ण	0.50	0.30	0.12
8	COAL	कोइला	0.50	0.40	0.30
9	CARPETS, TEXTILES, HOSIERY AND GARMENT RAW MATERIALS AND PRODUCTS	कार्पेट, कपडाहरू, होजियरी तथा गार्मेन्टका कच्चा पदार्थहरू तथा तयारी सामान	0.15	0.10	0.04
10	COTTON, YARN, THREAD	कपास, सबै प्रकारको धागो	0.10	0.08	0.04
11	EDIBLE OIL AND GHEE a. In Bulk, Tanks, Tankers b. In Drum, Jar and Other Packing	खाद्य, तेल र ध्यू			
		क) ट्याङ्क, ट्याङ्कर वा ठूलो परिमाणमा रहेको	0.35	0.20	0.08
		ख) ड्रम, जार वा अन्य प्याकिङमा रहेको	0.22	0.15	0.06
12	EDIBLE ITEMS (Other than specified in other points) a. Grains and Pulses b. Oil Seeds c. Others	खाद्य पदार्थ (अन्य बुँदामा उल्लेख भएको बाहेक)			
		क) अन्न, दालहन तथा गेडागुडीहरू	0.25	0.15	0.06
		ख) तेलहनहरू	0.32	0.17	0.07
		ग) अन्य	0.25	0.15	0.06
13	ELECTRIC AND ELECTRONIC ITEMS (Other than specified in other points) including Watch, External Data Media, Computers And Accessories	बिद्युतीय तथा इलेक्ट्रोनिक सामानहरू (अन्य बुँदामा उल्लेख भएको बाहेक) घडी, सूचना प्रविधिसंग सम्बन्धित सामानहरू, कम्प्युटर तथा सो सम्बन्धी सर-सामानहरू	0.30	0.20	0.08
14	EMPTY GAS CYLINDER	ग्याँसको खाली सिलिन्डर	0.08	0.05	0.03
15	FRAGILE & BRITTLE ARTICLES (China Ware, Glass Ware, Sanitary Ware and Others)	सजिलै टुटफुट हुने तथा भाँच्चिने सामानहरू (चाइना वेयर, शीशाका सामान, स्यानिटरी वेयर तथा अन्य समान प्रकारका सामानहरू)	0.80	0.50	0.20
16	FERTILIZER a. In Bulk b. In Bags	कृषि मल तथा खाद			
		क) ठूलो परिमाणमा	0.50	0.23	0.09
		ख) बोरामा	0.40	0.20	0.08
17	FOOT WARE	सबै प्रकारका जुताहरू	0.20	0.12	0.05
18	FURNITURE a. Metal and Plastics b. Wooden and other	फर्निचरहरू			
		क) धातु तथा प्लाष्टिकबाट बनेका	0.20	0.12	0.05
		ख) काठ तथा अन्य सामग्रीबाट बनेका	0.70	0.40	0.20
19	GOLD, SILVER AND PRECIOUS STONES	सुन, चाँदी तथा बहुमूल्य पत्थरहरू	0.50	0.30	0.12
20	HANDICRAFTS OTHER THAN FRAGILE AND BRITTLE	सजिलै टुटफुट नहुने हस्तकलाका सामानहरू	0.30	0.15	0.06

S.N.	Description	विवरण	Rate (%)		
			All Risk A सम्पूर्ण जोखिम	Basic Risk B आधारभूत जोखिम	Minimum Risk C न्यूनतम जोखिम
21	LEATHER AND LEATHER GOODS (excluding footwear) a. Raw & Semi Finished b. Finished Goods	छाला तथा छालाबाट बनेका सामानहरु (जुत्ताहरु बाहेक)			
		क) काँचो तथा अर्ध तयारी ख) तयारी सामानहरु	0.25 0.20	0.15 0.12	0.06 0.05
22	LIQUID CARGO AND CHEMICALS IN FLUID FORM Non Hazardous a. In Tanker or Drums b. In Other Packing Hazardous a. In Tanker or Drums b. In Other Packing Extra Hazardous a. In Tanker or Drums b. In Other Packing	तरल सामान, तरल तथा ग्याँसको रुपमा रहने रासायनिक पदार्थहरु			
		जोखिम रहित क) ट्याङ्कर वा ड्रममा रहेको ख) अन्य प्याकिङ्गमा रहेको	0.40 0.30	0.25 0.18	0.10 0.07
		जोखिमपूर्ण क) ट्याङ्कर वा ड्रममा रहेको ख) अन्य प्याकिङ्गमा रहेको	0.60 0.40	0.35 0.25	0.14 0.10
		अति जोखिमपूर्ण क) ट्याङ्कर वा ड्रममा रहेको ख) अन्य प्याकिङ्गमा रहेको	0.80 0.40	0.50 0.25	0.20 0.10
23	LPG (LIQUEFIED PETROLEUM GAS) a. In Tanker or Bullet b. In Cylinders	एल. पि. जि. (तरलिकृत पेट्रोलियम ग्याँस)			
		क) ट्याङ्कर वा बुलेटमा रहेको ख) सिलिडरमा रहेको	0.40 0.20	0.25 0.12	0.10 0.05
24	MACHINERY AND MACHINE TOOLS a. Hand Tools b. Other Power Tools	मेशिनरी तथा मेशिन औजारहरु			
		क) हाते शक्तिबाट चल्ने औजारहरु ख) अन्य शक्तिबाट चल्ने औजारहरु	0.20 0.30	0.10 0.20	0.04 0.08
25	MARBLE AND GRANITE	मार्बल तथा ग्रेनाइट	0.50	0.30	0.12
26	METAL - BILLETS, INGOTS	बिलेट तथा इनगट्सको रुपमा रहेको धातु	0.06	0.04	0.02
27	METAL HARDWARE GOODS, METAL UTENSILS AND METAL SHEETS	धातुका निर्माण सामग्रीहरु, धातुका भाँडाकुडाहरु र पाताको रुपमा रहेको धातु	0.08	0.05	0.03
28	METAL SCRAP	धातुका रद्दी टुक्राटाक्रीहरु	0.08	0.05	0.03
29	MATCHES AND ALIKE (Fire Works, Fire Crackers, Gunpowder, Ammunitions, Celluloid, Explosives and the likes)	सलाई तथा समान प्रकारका सामानहरु (विभिन्न प्रकारका पटकाहरु, भुइचम्पा, आतिसबाजीका सामान, बारुद, गोलिगट्टा, सेलूल्वाइड, विस्फोटक तथा समान प्रकारका सामानहरु)	0.90	0.55	0.25
30	PAPERS, PAPER & PRODUCT STATIONERIES a. News Prints, cardboards b. Books Magazines, Stationeries c. Others	कागज, कागजबाट बनेका तथा स्टेशनरी सामानहरु			
		क) न्यूज प्रिन्ट तथा कार्डबोर्ड ख) किताब, पत्रपत्रिका तथा स्टेशनरी सामानहरु	0.30 0.25	0.15 0.12	0.06 0.05
		ग) अन्य सामानहरु	0.30	0.15	0.06
31	PLYWOOD AND PARTICLE BOARD	प्लाइउड तथा पार्टिकल बोर्ड	0.25	0.15	0.06

S.N.	Description	विवरण	Rate (%)		
			All Risk A सम्पूर्ण जोखिम	Basic Risk B आधारभूत जोखिम	Minimum Risk C न्यूनतम जोखिम
32	PERISHABLE ITEMS a. Non Refrigerated and Non Insulated b. Refrigerated or Insulated	सजिलै बिग्रने वा सड्ने बस्तुहरु			
		क) रेफ्रिजेरेटेड र इन्सुलेटेड दुवै नभएको	0.40	0.20	0.08
		ख) रेफ्रिजेरेटेड वा इन्सुलेटेड भएको	0.30	0.16	0.06
33	PERSONAL EFFECTS AND HOUSEHOLD GOODS	व्यक्तिगत तथा घरायसी सामानहरु	2.00	0.50	0.20
34	PETROLEUM FUEL (KEROSENE, DIESEL, PETROL) a. In Bulk b. In Tanker and Others	पेट्रोलियम इन्धन (पेट्रोल, डिजेल तथा मट्टितेल)			
		क) ठूलो परिमाणमा	0.80	0.50	0.20
		ख) ट्याङ्कर तथा अन्यमा	0.40	0.25	0.10
35	PHARMACEUTICALS, MEDICINES, TOILETRIES AND COSMETICS	औषधि तथा औषधिजन्य बस्तुहरु, ट्वाइलेटरिज तथा सौन्दर्य प्रशाधनका सामग्रीहरु	0.25	0.15	0.06
36	PLASTIC ITEMS a. Plastic Sheets b. Plastic Granules c. Other Plastic Goods	प्लाष्टिकका सामानहरु			
		क) प्लाष्टिक सीट	0.18	0.10	0.04
		ख) सबै प्रकारका प्लाष्टिकका दानाहरु	0.25	0.15	0.06
		ग) प्लाष्टिकका अन्य सामानहरु	0.20	0.12	0.05
37	SPARE PARTS (Including Automobile Spares) a. Electric and Electronic b. Glass Items c. Mechanical d. Rubber and Plastic Items (including tires and tubes)	स्पेयर पार्ट्स (स्व:चालित सवारी साधनका स्पेयर पार्ट्स समेत)			
		क) विद्युतीय तथा इलेक्ट्रोनिक	0.32	0.22	0.09
		ख) शीशाबाट बनेका	0.80	0.50	0.20
		ग) मेकानिकल	0.25	0.15	0.06
		३) रबर तथा प्लाष्टिकबाट बनेका (टायर तथा ट्युब सहित)	0.20	0.12	0.05
38	STRAW, GRASS, HAYS, BAGGASE, BRAN, HUSK, JUTE, COMBUSTIBLE FIBRES AND ALIKE	पराल, घाँस, भुस्सा, बगास, भुस, जुट तथा समान प्रकारका सजिलै बल्ने रेशा तथा अन्य त्यस्तै सामानहरु	0.70	0.50	0.20
39	SUGAR a. In Bulk b. In Other Packing	चिनी			
		क) ठूलो परिमाणमा रहेको	0.60	0.35	0.14
		ख) अन्य प्याकिङमा रहेको	0.35	0.20	0.08
40	TIMBER & WOOD	चिरान गरिएको तथा नगरिएको काठ	0.15	0.10	0.04
41	TOBACCO AND TOBACCO PRODUCTS a. Leaf Tobacco b. Tobacco Product	सुर्ति तथा सुर्तिजन्य बस्तुहरु			
		क) सुर्तिको पात	0.30	0.20	0.10
		ख) सुर्तिबाट बनेका तथा सुर्तिजन्य बस्तुहरु	0.25	0.15	0.06

अनुसूची-७

(निर्देशिका २१ संग सम्बन्धित)

अतिरिक्त जोखिम थप गरे बापतको बीमाशुल्क दर

क्र.सं.	बिवरण	बीमाशुल्क दर
१	स्थलमार्गको जोखिम मात्र रक्षावरण हुने गरी जारी हुने बीमालेखमा हडताल, हुलदंगा तथा नागरिक उपद्रव जोखिम थप गर्दा ।	बीमाङ्कको ०.०२%
२	सामुद्रिक मार्गको जोखिम समेत रक्षावरण हुने गरी जारी हुने बीमालेखमा युद्ध र हडताल, हुलदंगा तथा नागरिक उपद्रव जोखिम थप गर्दा ।	बीमाङ्कको ०.०३%,
३	सामुद्रिक मार्गको जोखिम रक्षावरण नहुने तर, हवाई मार्गको जोखिम समेत रक्षावरण हुने गरी जारी हुने बीमालेखमा युद्ध र हडताल, हुलदंगा तथा नागरिक उपद्रव जोखिम थप गर्दा ।	बीमाङ्कको ०.०२%,
४	आधारभूत जोखिम बीमालेख अन्तर्गत Non-delivery जोखिम थप गर्दा ।	अनुसूची ६ मा तोकिएको सम्बन्धित बीमाशुल्क दरको १०%,
५	आधारभूत जोखिम बीमालेख अन्तर्गत Water damage जोखिम थप गर्दा ।	अनुसूची ६ मा तोकिएको सम्बन्धित बीमाशुल्क दरको २५%,
६	आधारभूत जोखिम बीमालेख अन्तर्गत Theft, Pilferage & Non-delivery जोखिम थप गर्दा ।	अनुसूची ६ मा तोकिएको सम्बन्धित बीमाशुल्क दरको २५%,
७	स्थल मार्गको जोखिम मात्र रक्षावरण हुने गरी जारी हुने बीमालेखको Duration of Cover Extension गर्दा ।	अनुसूची ५ मा तोकिएको सम्बन्धित बीमाशुल्क दरको ५% प्रति हप्ता ।

अनुसूची-८

(परिच्छेद-४ संग सम्बन्धित))

सामुद्रिक बीमाशुल्कमा छूट

क्र.सं.	बिवरण	छूट
१	कन्टेनर बापत छूट (निर्देशिका २२ संग सम्बन्धित)	१०%
२	हवाई मार्गबाट ढुवानी बापत छूट (निर्देशिका २३ संग सम्बन्धित)	२०%
	स्थल मार्ग मात्र प्रयोग गरे बापत छूट ;	
	क) निर्देशिका २४ को १(क) संग सम्बन्धित	३०%
३	ख) निर्देशिका २४ को १(ख) संग सम्बन्धित	२५%
	ग) निर्देशिका २४ को (२) संग सम्बन्धित	२०%
४	प्रत्यक्ष बीमा बापत छूट (निर्देशिका २५ संग सम्बन्धित)	१०%
५	ठूलो बीमाङ्क बापत छूट (निर्देशिका २६ को (१) र (२) संग सम्बन्धित)	२०%

स्पष्टिकरण : उल्लिखित छूटहरू अनुसूची-३ बमोजिम गणना गर्नु पर्नेछ ।

अनुसूची-९

(निर्देशिका २७ संग सम्बन्धित)

सामुद्रिक बीमा क्लजहरुको सूची

क्र.सं.	क्लजको विवरण	बीमालेखको प्रकार	ढुवानी मार्ग	कैफियत
१.	Institute Cargo Clauses A	सम्पूर्ण जोखिम	सामुद्रिक मार्ग समेत	
२.	Institute Cargo Clauses B	आधारभूत जोखिम	सामुद्रिक मार्ग समेत	
३.	Institute Cargo Clauses C	न्यूनतम जोखिम	सामुद्रिक मार्ग समेत	
४.	Institute Cargo Clauses (Air)	सम्पूर्ण जोखिम	हवाई मार्ग समेत	सामुद्रिक मार्ग प्रयोग नहुने अवस्थामा मात्र
५.	Inland Transit (Rail or Road) Clause A	सम्पूर्ण जोखिम	स्थल मार्ग मात्र	सामुद्रिक र/वा हवाई मार्ग प्रयोग नहुने अवस्थामा मात्र
६.	Inland Transit (Rail or Road) Clause B	आधारभूत जोखिम	स्थल मार्ग मात्र	सामुद्रिक र/वा हवाई मार्ग प्रयोग नहुने अवस्थामा मात्र
७.	Inland Transit (Rail or Road) Clause C (Fire Risk only)	न्यूनतम जोखिम	स्थल मार्ग मात्र	सामुद्रिक र/वा हवाई मार्ग प्रयोग नहुने अवस्थामा मात्र
८.	Institute War Clauses (Cargo)	सबै	सामुद्रिक मार्ग समेत	युद्ध जोखिम थप रक्षावरण गर्दा
९.	Notice of Cancellation and Automatic Termination Clause	सबै	सामुद्रिक/हवाई मार्ग समेत	युद्ध जोखिम थप रक्षावरण गर्दा
१०.	Institute Strikes Clauses (Cargo)	सबै	सामुद्रिक मार्ग समेत	हडताल, हुलदंगा र नागरिक उपद्रव जोखिम थप रक्षावरण गर्दा
११.	Institute War Cancellation Clause (Cargo)	सबै	सामुद्रिक मार्ग समेत	युद्ध जोखिम थप रक्षावरण गर्दा
१२.	Institute War Clauses (Air Cargo)	सबै	हवाई मार्ग समेत	सामुद्रिक मार्ग प्रयोग नहुने अवस्थामा युद्ध जोखिम थप रक्षावरण गर्दा
१३.	Institute Strikes Clauses (Air Cargo)	सबै	हवाई मार्ग समेत	सामुद्रिक मार्ग प्रयोग नहुने अवस्थामा हडताल, हुलदंगा र नागरिक उपद्रव जोखिम थप रक्षावरण गर्दा
१४.	Strikes, Riots and Civil Commotions Clause	सबै	स्थल मार्ग मात्र	सामुद्रिक र/वा हवाई मार्ग प्रयोग नहुने अवस्थामा हडताल, हुलदंगा र नागरिक उपद्रव जोखिम थप रक्षावरण गर्दा
१५.	Institute Classification Clause	सबै	सामुद्रिक मार्ग समेत	-
१६.	Pre-despatch Survey Clause	सबै	सबै	ढुवानी मार्गको कुनै बीच स्थान देखिको बीमा गर्नु पर्दा
१७.	Extension of Cover Beyond Seven Days Clause	सम्पूर्ण जोखिम, आधारभूत जोखिम	स्थल मार्ग मात्र	सामुद्रिक र/वा हवाई मार्ग प्रयोग नहुने अवस्थामा सम्पूर्ण जोखिम / आधारभूत जोखिम बीमालेखले प्रदान गर्ने Duration of cover लाई विस्तार गर्दा

क्र.सं.	क्लजको विवरण	बीमालेखको प्रकार	दुवानी मार्ग	कैफियत
१८.	Theft, Pilferage and Non-delivery Clause	आधारभूत जोखिम	सबै	TPND जोखिम थप रक्षावरण गर्दा
१९.	Non-delivery Clause	आधारभूत जोखिम	सबै	ND जोखिम थप रक्षावरण गर्दा
२०.	Water Damage Clause	आधारभूत जोखिम	सबै	Water Damage जोखिम थप रक्षावरण गर्दा
२१.	Institute Replacement Clause	सबै	सबै	बीमाको विषयवस्तु मेशिनरी रहेको अवस्थामा
२२.	Institute Replacement Clause (Second Hand Machinery)	सबै	सबै	बीमाको विषयवस्तु Second Hand Machinery रहेको अवस्थामा
२३.	Duty Insurance Clause	सबै	सबै	बीमाङ्कमा भन्सार शुल्क समावेश भएको अवस्थामा
२४.	Quarantine Insurance Clause	सबै	सबै	
२५.	Termination of Transit Clause (Terrorism)	सबै	सामुद्रिक/हवाई मार्ग समेत	हडताल, हुलदंगा र नागरिक उपद्रव जोखिम थप रक्षावरण गर्दा

अनुसूची-९ (क)
(निर्देशिका २८ उप-निर्देशिका (१) को (क) संग सम्बन्धित)

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

- | | | |
|---|--|--------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below. | Risks Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below. | General Average Clause |
| 3 | This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim. | Both to Blame Collision Clause |

EXCLUSIONS

- | | | |
|---|---|---------------------------|
| 4 | In no case shall this insurance cover | General Exclusions Clause |
| | 4.1 loss damage or expense attributable to willful misconduct of the Assured | |
| | 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter Insured | |
| | 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors) | |
| | 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| | 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| | 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such | |

insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5 5.1 In no case shall this insurance cover loss damage or expense arising from
- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment (piracy excepted) , and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs labor disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

Unseaworthiness and
Unfitness
Exclusion clause

War Exclusion
Clause

Strikes Exclusion
Clause

DURATION

- 8 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit, and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

Transit Clause

- 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
- 10 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
- CLAIMS**
- 11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
- 12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Termination of
Contract of
Carriage Clause

Change of Voyage
Clause

Insurable Interest
Clause

Forwarding Charges
Clause

- 13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival. Constructive Total Loss Clause
- 14 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. Increased Value Clause
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**
 The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
 In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

- 15 This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee, Not to Inure Clause
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

Signed for and on behalf of the.....

Authorized Signatory
 Name:
 Designation:

Office Seal:

अनुसूची-९ (ख)
(निर्देशिका २८ उप-निर्देशिका (१) को (ख) संग सम्बन्धित)

INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

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

EXCLUSIONS

- | | | |
|---|---|---------------------------|
| 4 | In no case shall this insurance cover
4.1 loss damage or expense attributable to willful misconduct of the Assured
4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons | General Exclusions Clause |
|---|---|---------------------------|

- 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5 5.1 In no case shall this insurance cover loss damage or expense arising from
- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs labor disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.
- DURATION**
- 8 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the

Unseaworthiness and Unfitness

Exclusion clause

War Exclusion Clause

Strikes Exclusion Clause

Transit Clause

- purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
- 10 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
- CLAIMS**
- 11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
- 12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.
- 13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.
- 14 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of

Termination of
Contract of
Carriage Clause

Change of Voyage
Clause

Insurable Interest
Clause

Forwarding
Charges Clause

Constructive Total
Loss Clause

Increased Value
Clause

the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

- 15 This insurance Not to Inure Clause
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

- 16 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder Duty of Assured Clause
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ग)
(निर्देशिका २८ उप-निर्देशिका (१) को (ग) संग सम्बन्धित)

INSTITUTE CARGO CLAUSES (C)

RISKS COVERED

- | | | |
|---|--|--------------------------------|
| 1 | This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
1.1 loss of or damage to the subject-matter insured reasonably attributable to
1.1.1 fire or explosion
1.1.2 vessel or craft being stranded grounded sunk or capsized
1.1.3 overturning or derailment of land conveyance
1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
1.1.5 discharge of cargo at a port of distress
1.2 loss of or damage to the subject-matter insured caused by
1.2.1 general average sacrifice
1.2.2 jettison | Risks Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below. | General Average Clause |
| 3 | This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim. | Both to Blame Collision Clause |

EXCLUSIONS

- | | | |
|---|---|-------------------------------|
| 4 | In no case shall this insurance cover
4.1 loss damage or expense attributable to willful misconduct of the Assured
4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | General Exclusions Clause |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from
5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are | Unseaworthiness and Unfitness |

- privity to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. Exclusion clause
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
- 6 In no case shall this insurance cover loss damage or expense caused by War Exclusion Clause
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense Strikes Exclusion Clause
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.
- DURATION**
- 8 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit, and terminates either Transit Clause
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided

for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

- | | | |
|---------------|--|--|
| 9 | <p>If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either</p> <p>9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p> | Termination of Contract of Carriage Clause |
| 10 | <p>10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.</p> <p>10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.</p> | Change of Voyage Clause |
| CLAIMS | | |
| 11 | <p>11.1 In order to recover under this insurance the Assured must have an insurable interest in the subjectmatter insured at the time of the loss.</p> <p>11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.</p> | Insurable Interest Clause |
| 12 | <p>Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.</p> | Forwarding Charges Clause |
| 13 | <p>No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.</p> | Constructive Total Loss Clause |
| 14 | <p>14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total</p> | Increased Value Clause |

amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

- 15 This insurance Not to Inure Clause
15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

- 16 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder Duty of Assured Clause
16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
17 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

Signed for and on behalf of the.....

Authorized Signatory

Name:
Designation:

Office Seal:

अनुसूची-९ (घ)
(निर्देशिका २८ उप-निर्देशिका (१) को (घ) संग सम्बन्धित)

INSTITUTE CARGO CLAUSES (AIR)

RISKS COVERED

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

EXCLUSIONS

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

of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

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

DURATION

- 6 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
- 6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 7 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, or
- 7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.
- 8 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

Transit Clause

Termination of
Contract of
Carriage Clause

Change of
Transit Clause

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

- 9 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subjectmatter insured at the time of the loss. Insurable Interest Clause
- 9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
- 10 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured. Forwarding Charges Clause

This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

- 11 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival. Constructive Total Loss Clause
- 12 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. Increased Value Clause

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

12.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

- 13 This insurance Not to Inure Clause
 - 13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 13.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

- 14 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder Duty of Assured Clause
 - 14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

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

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

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

LAW AND PRACTICE

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

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ड)

(निर्देशिका २८ उप-निर्देशिका (१) को (ड) संग सम्बन्धित)

INLAND TRANSIT (RAIL OR ROAD) CLAUSE (A)

RISKS COVERED

1 This insurance covers all risks of loss or damage to subject matter insured except as provided in Clauses 2, 3, 4 and 5 below. Risks Clause

EXCLUSIONS

- 2 In no case shall this insurance cover
- 2.1 loss damage or expense attributable to willful misconduct of the Assured
 - 2.2 ordinary leakages, 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 a container, land conveyance or railway wagon and "employees" shall not include independent contractors)
 - 2.4 loss damage or expense 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 use
- General Exclusions Clause

- of any weapon or device 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 arising from
- 3.1 unfittness 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 unfittness at the time of loading. unfittness of container or conveyance Exclusion Clause
- 4 In no case shall this insurance cover loss damage or expense caused by
- 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 4.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 4.3 derelict mines bombs or other derelict weapons of war. War Exclusion Clause
- 5 In no case shall this insurance cover loss damage or expense
- 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 5.2 resulting from strikes, lock-outs labour disturbances, riots or civil commotions
- 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 5.4 caused by any person acting from a political, ideological or religious motive. Strikes Exclusion Clause

DURATION

- 6 6.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, Transit Clause
- continues during the ordinary course of transit and continues during the ordinary course of transit including customary transshipment 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 seven days after arrival of the railway wagon at the final destination railway station, or
- 6.1.5 in respect of transits by road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy
- whichever shall first occur.
- N.B.1 the period of seven 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.
- N.B.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 6.1.4 above) during delay beyond the control of the Assured, any deviation, and forced delivery and during any variation of the transit arising out of or from the exercise of a liberty granted to carriers under the contract of affreightment.

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 loss. Insurable Interest Clause
- 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 Insurers 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 employees and agents in respect of loss recoverable hereunder Duty of Insured Clause
 - 9.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss,
 - and
 - 9.2 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 the relevant statute and the insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 10 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

Signed for and on behalf of the.....

Authorized Signatory

Name:
Designation:

Office Seal:

अनुसूची-९ (च)
(निर्देशिका २८ उप-निर्देशिका (१) को (च) संग सम्बन्धित)

INLAND TRANSIT (RAIL OR ROAD) CLAUSE (B)

RISKS COVERED

- 1 This insurance covers, except as excluded by the provisions of Clauses 2,3, 4 and 5 below, the risks of physical loss or damage to the subject-matter insured caused by
- a
- i fire or explosion
 - ii lightning
 - iii breakage of bridges
- b
- i collision with or by the carrying vehicle or railway wagon
 - ii overturning of carrying vehicle or railway wagon
 - iii derailment or accidents of like nature to the carrying railway wagon/vehicle
- 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 insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container, land conveyance or railway wagon and "employees" shall not include independent contractors)
 - 2.4 loss damage or expense 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 use of any weapon or device 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 arising from
- 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.
- General Exclusions Clause
- 4 In no case shall this insurance cover loss damage or expense caused by
- 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 4.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
 - 4.3 derelict mines bombs or other derelict weapons of war.
- War Exclusion Clause
- 5 In no case shall this insurance cover loss damage or expense
- 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 5.4 caused by any person acting from a political, ideological or religious motive.
- Strikes Exclusion Clause

DURATION

- 6 6.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and continues during the ordinary course of transit including customary transshipment 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 seven days after arrival of the railway wagon at the final destination railway station, or
 - 6.1.5 in respect of transits by road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy whichever shall first occur.
- N.B.1 the period of seven 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.
- N.B.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 6.1.4 above) during delay beyond the control of the Assured, any deviation, and forced delivery and during any variation of the transit arising out of or from the exercise of a liberty granted to carriers under the contract of affreightment.

Transit 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 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 Insurers were not.

Insurable Interest Clause

BENEFIT OF INSURANCE

- 8 This insurance
- 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.

Not to Inure Clause

MINIMISING LOSSES

- 9 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - 9.2 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 the relevant statute and the insurers will, in addition to any loss recoverable hereunder,

Duty of Insured Clause

reimburse the insured for any charges properly and reasonably incurred in pursuance of these duties.

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

- 10 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (छ)
(निर्देशिका २८ उप-निर्देशिका (१) को (छ) संग सम्बन्धित)

INLAND TRANSIT (RAIL OR ROAD) CLAUSE (C) (FIRE RISKS ONLY)

RISKS COVERED

- 1 This insurance covers, except as provided in clauses 2, 3, 4 and 5 below, risks of physical loss or damage to the subject-matter insured caused by Risks Clause
- (i) Fire
 - (ii) Lightning

EXCLUSIONS

- 2 In no case shall this insurance cover General Exclusions 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 a container, land conveyance or railway wagon and "employees" shall not include independent contractors)
 - 2.4 loss damage or expense 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 use of any weapon or device 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 arising from unfitnes of container or conveyance
- 3.1 unfitnes 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. | Exclusion Clause |
| 4 | In no case shall this insurance cover loss damage or expense caused by
4.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
4.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
4.3 derelict mines torpedoes bombs or other derelict weapons of war. | War Exclusion Clause |
| 5 | In no case shall this insurance cover loss damage or expense
5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
5.4 caused by any person acting from a political, ideological or religious motive. | Strikes Exclusion Clause |

DURATION

- | | | |
|---|--|----------------|
| 6 | 6.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and continues during the ordinary course of transit including customary transshipment 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 seven days after arrival of the railway wagon at the final destination railway station, or
6.1.5 in respect of transits by road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy whichever shall first occur.
N.B.1 the period of seven 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.
N.B.2 Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out-Agency. | Transit Clause |
| | 6.2 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above) during delay beyond the control of the Assured, any deviation, and forced delivery and during any variation of the transit arising out of or from the exercise of a liberty granted to carriers under the contract of affreightment. | |

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 loss. Insurable Interest Clause
- 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 Insurers 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 employees and agents in respect of loss recoverable hereunder Duty of Insured Clause
 - 9.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - 9.2 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 the relevant statute and the insurers will, in addition to any loss recoverable hereunder, reimburse the insured for any charges properly and reasonably incurred in pursuance of these duties. and the insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 10 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

Signed for and on behalf of the.....

Authorized Signatory

Name:
Designation:

Office Seal:

अनुसूची-९ (ज)
(निर्देशिका २८ उप-निर्देशिका (२) को (क) संग सम्बन्धित)

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

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

EXCLUSIONS

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

- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5 5.1 This insurance

Transit Clause

- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Insurers and to an additional premium,
such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is oncarried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
 - 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,
or
 - 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit

and subject to an additional premium, this insurance reattaches

- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
 - 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter this insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
 - 5.5 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "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)

- 6 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
 - 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
- 7 Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

Change of Voyage
Clause

CLAIMS

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

Insurable Interest
Clause

Increased Value
Clause

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

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

10 This insurance

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

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

MINIMISING LOSSES

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

Duty of Assured Clause

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

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

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

Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice.

English law and practice Clause

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (भ्र)
(निर्देशिका २८ उप-निर्देशिका (२) को (ख) संग सम्बन्धित)

NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION CLAUSE

This insurance may be cancelled by either the Underwriters or the Assured giving 48 hours notice (such cancellation becoming effective on the expiry of 48 hours from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the assured prior to the expiry of such notice of cancellation as to the new rate of premium and/ or conditions and /or warranties.

Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY:

- 1 Upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur and whether or not the subject matter insured may be involved.
- 2 Upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China; in the event of the subject-matter insured or the named storage vessel being requisitioned either for title or use.

In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of the above provisions a net returns of premium shall be payable to the Assured, pro rata or as may be agreed.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

अनुसूची-९ (अ)
(निर्देशिका २८ उप-निर्देशिका (२) को (ग) संग सम्बन्धित)

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

- | | | |
|-----|--|------------------------|
| 1 | This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by | Risks Clause |
| 1.1 | strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 1.2 | any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted | |
| 1.3 | any person acting from a political, ideological or religious motive. | |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses. | General Average Clause |

EXCLUSIONS

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

- 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

and Unfitness
Exclusion clause

DURATION

- 5 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 5.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
 whichever shall first occur.
- 5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
- 6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
 - 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall

Transit Clause

Termination of
Contract of Carriage
Clause

- first occur,
or
- 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- 7 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Change of Voyage
Clause

CLAIMS

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

Insurable Interest
Clause

Increased Value
Clause

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

- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

10 This insurance

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

Not to Inure
Clause

MINIMISING LOSSES

- 11 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

Duty of Assured
Clause

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

- 12 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

- 14 This insurance is subject to English law and practice. English law and practice Clause

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ट)
(निर्देशिका २८ उप-निर्देशिका (२) को (घ) संग सम्बन्धित)

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in the relevant Institute war clauses) may be canceled by either the Insurers or the Insured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War clauses before the cancellation becomes effective .Such cancellation shall however only become effective on the expiry of 7 day from midnight of the day on which notice of cancellation is issued by or to the insurers.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ठ)
(निर्देशिका २८ उप-निर्देशिका (२) को (ड) संग सम्बन्धित)

INSTITUTE WAR CLAUSE (AIR CARGO)

RISKS COVERED

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

EXCLUSIONS

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

DURATION

- 4 4.1 This insurance
- 4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such insurance
- 4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and
- 4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or 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 subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
- 4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,
or
- 4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
- 4.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.
- 4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Transit
Clause

(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

- | | | | |
|---|--|--|--------------------------|
| 5 | 5.1 | Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. | Change of Transit Clause |
| | 5.2 | Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit. | |
| 6 | Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void. | | |

CLAIMS

- | | | | |
|---|-----|--|---------------------------|
| 7 | 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. | Insurable Interest Clause |
| | 7.2 | Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not. | |
| 8 | 8.1 | If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. | Increased Value Clause |
| | 8.2 | <p>In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.</p> <p>Where this insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.</p> | |

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

BENEFIT OF INSURANCE

- | | | | |
|---|----------------|--|---------------------|
| 9 | This insurance | | Not to Inure Clause |
| | 9.1 | covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee, | |
| | 9.2 | shall not extend to or otherwise benefit the carrier or other bailee. | |

MINIMISING LOSSES

- | | | | |
|----|---|---|------------------------|
| 10 | It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder | | Duty of Assured Clause |
| | 10.1 | to take such measures as may be reasonable for the purpose of averting or minimising such loss, and | |
| | 10.2 | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised | |
| | and the Insurers will, in addition to any loss recoverable hereunder, reimburse the | | |

Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

- 12 This insurance is subject to English law and practice. English Law and Practice Clause

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-१ (ड)
(निर्देशिका २८ उप-निर्देशिका (२) को (च) संग सम्बन्धित)

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

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

EXCLUSIONS

- 3 In no case shall this insurance cover General Exclusions Clause
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

- 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.9 any claim based upon loss of or frustration of the transit or adventure
- 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

- 4 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit, and terminates either
 - 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,
 whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured,

Transit
Clause

this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 5 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
or
- 5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.
- 6 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Termination
of Contract
of Carriage
Clause

**Change of
Transit
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 Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
- 8 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

**Insurable
Interest
Clause**

**Increased
Value
Clause**

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

- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all

Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

BENEFIT OF INSURANCE

9 This insurance

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

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

Not to Insure Clause

MINIMISING LOSSES

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

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

10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Duty of Assured Clause

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

Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

LAW AND PRACTICE

12 This insurance is subject to English law and practice

English law and Practice Clause

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

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ढ)
(निर्देशिका २८ उप-निर्देशिका (२) को (छ) संग सम्बन्धित)

STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSE
(Inland Transit not in conjunction with Ocean Going Voyage)

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

EXCLUSIONS

2. In no case shall this insurance cover;
 - 2.1 loss damage or expense caused by inherent vice or nature of the subject-matter insured,
 - 2.2 loss damage or expense caused by 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 or expenses arising form delay or other consequential or indirect loss or damage of any kind,
 - 2.4 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power..

DURATION

3. This insurance attaches and terminates simultaneously with the cover granted by the insurance contract on the subject-matter insured for transit risks and is subject to all the terms, conditions and warranties of the said insurance contract.

AVOIDANCE OF DELAY

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

Signed for and on behalf of the.....

Office Seal:

Authorized Signatory
Name:
Designation:

अनुसूची-९ (ण)
(निर्देशिका २८ उप-निर्देशिका (२) को (ज) संग सम्बन्धित)

INSTITUTE CLASSIFICATION CLAUSE

QUALIFYING VESSELS

1 This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

1.1 a Member or Associate Member of the International Association of Classification Societies (IACS),
or

1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

2 Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or
other vessels over 15 years of age unless they:

2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

2.2 were constructed as containerships, vehicle carriers or double-skin open hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3 The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4 A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5 Where this insurance requires the insured to give prompt notice to the Insurers, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

6 This insurance is subject to English law and practice.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (ता)
(निर्देशिका २८ उप-निर्देशिका (२) को (भ) संग सम्बन्धित)

PRE-DESPATCH SURVEY CLAUSE

The clause shall paramount and shall override anything contained in this insurance inconsistent therewith.
It is hereby declared and agreed that the subject-matter insured under this policy should be surveyed before loading into the carrying vehicle at at the cost of the Insured by the surveyors.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (थ)
(निर्देशिका २८ उप-निर्देशिका (२) को (ज) संग सम्बन्धित)

DURATION OF COVER EXTENTION CLAUSE

The cover provided under the policy notwithstanding anything contained herein to the contrary, is extended to include a further period ofweeks whilst the goods are lying in the Railway/Road carrier's premises or in Clearing and Forwarding Agents Warehouse or Bonded Warehouse or Port at the destination beyond the period mentioned in the Policy.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (द)
(निर्देशिका २८ उप-निर्देशिका (२) को (ट) संग सम्बन्धित)

THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject matter insured caused by Theft or Pilferage, or by Non-delivery of an entire package, subject always to the exclusions contained in this insurance

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (घ)
(निर्देशिका २८ उप-निर्देशिका (२) को (ठ) संग सम्बन्धित)

NON-DELIVERY CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject matter insured caused by Non-delivery of an entire consignment , subject always to the exclusions contained in this insurance.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (न)
(निर्देशिका २८ उप-निर्देशिका (२) को (ड) संग सम्बन्धित)

WATER DAMAGE CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject matter insured caused by rain water, subject always to the exclusions contained in this insurance.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (प)
(निर्देशिका २८ उप-निर्देशिका (२) को (ठ) संग सम्बन्धित)

INSTITUTE REPLACEMENT CLAUSE

In the event of loss of 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 Insurers exceed the insured value of the complete machine.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (फ)
(निर्देशिका २८ उप-निर्देशिका (२) को (ण) संग सम्बन्धित)

REPLACEMENT CLAUSE (Second Hand Machinery)

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

In the event of loss of or damage to any part or parts of an insured machine caused by peril covered by the policy, the insurer 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 new machine.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९(ब)
(निर्देशिका २८ उप-निर्देशिका (२) को (त) संग सम्बन्धित)

DUTY INSURANCE CLAUSE

This insurance is on "Increased Value" of cargo by reason of payment of Customs Duty at the border customs or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of "Duty" payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

- (b) Total Loss of whole or part of cargo prior to the "Duty" becoming payable.
- (c) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the "Duty" becoming payable.

In ascertaining the amount of the claim recoverable hereunder, credit shall be given for any rebates or refund of "Duty" which may become allowable.

This insurance shall not be valid if effected after the arrival of the vessel/aircraft/conveyance at the destination port/place.

Warranted that:

1. The Insured is the Consignee or is the actual user who has purchased goods from recognized Export House/Channelising Agency.
2. This Policy is not assignable.
3. No claim shall be paid for "Duty" until the claim under the CIF Value Insurance is payable .
4. This is not a valued policy. Claims under this policy are payable on the basis of actual "Duty" paid or on the basis of the related portion Sum Insured , whichever is less.
5. In the event of a claim under this Policy, immediate notice of loss shall be give to the Insurer and a reasonable opportunity give to the Insurer to survey and assess the loss. The Insured shall co-operate with the Insurer and take all reasonable measures to minimize or prevent a loss. The Insured shall also lodge a claim with the Customs Authorities within the stipulated time for refund of duty where admissible, and with the Carriers or others for recovery of the "Duty" paid in respect of such damaged or lost cargo and any recovery relating to the "Duty" paid shall be credited to the Insurer.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (भ)
(निर्देशिका २८ उप-निर्देशिका (२) को (थ) संग सम्बन्धित)

QUARANTINE CLAUSE

This clause shall paramount and shall override anything contained in this insurance inconsistent therewith. It is agreed that this policy is warranted free from any claim for either;

1. loss, damage or expense due to quarantine or other similar regulations causing or resulting in seizure, arrest, restraint, detainment, rejection or destruction, or
2. loss, damage or expense caused by the interest being infected with harmful bacteria or other similar microorganisms unless such loss, damage or expense is attributable to contact of the interest with sea water, rain or fresh water, or derangement or breakdown of the refrigerating plant (including refrigerating machinery and insulation) or stoppage of the refrigerating machinery.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-९ (म)
(निर्देशिका २८ उप-निर्देशिका (२) को (द) संग सम्बन्धित)

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 causes 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 insured 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 or 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 respect of marine transits, on the expiry of 60 days after completion of discharge oversee 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, or termination as provided for above, cover will re-attached, and continues during the ordinary course of that transit terminating again in accordance with Clause 1.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-१०
(निर्देशिका २९ संग सम्बन्धित)
सामुद्रिक बीमामा प्रयोग हुन सक्ने बन्देजहरुको व्यहोरा

S.N	Description
1	Cutting Clause : Warranted that the damaged portion should be cutoff and the balance utilized.
2	Label Clause : i) Warranted excluding damage to labels on tinned or bottled goods unless the goods themselves are damaged at the same time. ii) In the event of damage by perils insured against affecting labels and/or wrappers and/or cartons, the Insurer shall not be liable for more than an amount sufficient to pay the cost of new labels and/or wrappers and/or cartons and the cost of re-conditioning the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged goods.
3	Pair and Set Clause : It is hereby declared and agreed that in the event of loss of or damage to any article forming part of a pair or set the insurer shall not be liable for more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.
4	Garbling Clause : Warranted that in the event of damage by perils insured against affecting the goods, the damaged items should be separated and the balance utilized.
5	Picking Clause : Warranted that in the event of damage by perils insured against affecting the goods superficially, the damaged portion should be picked and the balance utilized.
6	Electrical/Mechanical derangement Clause : It is hereby declared and agreed that this insurance does not cover Electrical and/or Mechanical Derangement and loss of alignments unless forming part of general damage caused by a peril covered by the policy.
7	Warranted excluding the blowing of tins
8	Warranted excluding natural loss in weight and/or trade shortage
9	Warranted excluding ordinary breakage of /chipping/denting/scratching of.....

अनुसूची-११

(निर्देशिका ३२ उप-निर्देशिका (१) संग सम्बन्धित)

घोषित बीमालेखको थप तालिका

ADDITIONAL SCHEDULE OF DECLARATION POLICY

Attached and forming part of Policy No.....

Insured name _____

1. It is a condition of this Declaration Policy that each and every consignment should be declared by the Insured without exception, to the Insurer's Office at.....immediately after the issue of the Air/Freight/Railways/Lorry Receipt and full particulars furnished as soon as practicable, otherwise no risk to attach hereunder.
2. The Insurer shall have the privilege, at any time during business hours, to inspect the records of the Insured in respect of sending coming within the terms of the declaration Policy.
3. Sum Insured of this Policy isbut the amount declarable may not exceed the sum ofin respect of any one Vessel, Aircraft or Conveyance.
4. In case of loss/and or damage (before loading into the Aircraft in the case of Air Freight sending) to the insured interest by a peril covered hereunder in any one locality, the Insurer, notwithstanding anything to the contrary contained in this contract shall not be liable in respect of any one accident or series of accidents arising out of the same event for more than his proportion of an amount up to, but not exceeding the sum of Rupees.....

It is hereby declared and agreed that this Declaration Policy shall remain in force for twelve calendar months from the date hereof(unless previously exhausted by declaration or cancelled by notice) and is subject to cancellation at any time by either side by giving seven days' notice in writing.

Signed for and on behalf of the.....

Authorized Signatory

Name:

Designation:

Office Seal:

अनुसूची-१२
(निर्देशिका ३६ संग सम्बन्धित)

घोषणा फाराम

DECLARATION FORM

DECLARATION ON

INSURED

POLICY NO

POLICY SUM
INSURED

POLICY PERIOD

SUBJECT MATTER

PREVIOUS
BALANCE

DECLARED
AMOUNT

CLOSING BALANCE

MODE OF PACKING

VOYAGE/JOURNEY

CONVEYANCE

DATE OF
DEPARTURE

.....

B/L.NO./INVOICE

DATE
PERSON

OFFICE STAMP

SIGNATURE OF AUTHORISED