

2010  
(ALL RISKS)

**INLAND TRANSIT (RAIL/ROAD/AIR) CLAUSE – A**

**RISKS COVERED**

**RISK CLAUSE**

**1.**

This insurance covers all risks of loss or damage to the subject-matter insured except as excluded by the provisions of Clauses Nos. 2,3, 4 & 5 below

**EXCLUSIONS**

**GENERAL EXCLUSION CLAUSE**

**2.** In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and 'employees' shall not include independent contractors)
- 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.6 loss damage or expense directly or indirectly caused by or arising from the use any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

**UNFITNESS OF CONTAINER/CONVEYANCE CLAUSE**

**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 and/or air 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

**WAR 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 any attempt thereat
- 4.3 derelict mines bombs or other derelict weapons of war.

**STRIKES 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 disturbance, riots or civil commotions
- 5.3 caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 5.4 caused by any person acting from a political, ideological or religious motive.
- 5.5 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide Clauses 5.1 to 5.4

**DURATION**

**TRANSIT CLAUSE**

**6.**

- 6.1 Subject to clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "of from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary 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 7 days after arrival of the railway wagon at the final destination railway station, or
  - 6.1.5 in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy, or
  - 6.1.6 in respect of transit by Air only until expiry of 7 days after unloading the subject- matter insured from the aircraft at the final place of discharge.
  - 6.1.7. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter at the destination town named in the policywhichever shall first occur

- N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
- 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.
- 3. Transit by Air shall include incidental transit by road performed by Airport Authorities to or from Airport.

## **HDFC ERGO General Insurance Company Limited**



- 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 transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

### **CLAIMS**

#### **INSURABLE INTEREST CLAUSE**

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 underwriters were not.

### **BENEFIT OF INSURANCE**

#### **NOT TO INURE CLAUSE**

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.

### **MINIMISING LOSSES**

#### **DUTY OF ASSURED CLAUSE**

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss and
- 9.2 to ensure that all rights against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute
- and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **WAIVER CLAUSE**

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.

### **AVOIDANCE OF DELAY**

#### **REASONABLE DESPATCH CLAUSE**

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

### **LAW AND PRACTICE**

#### **JURISDICTION CLAUSE**

12. This insurance is subject to Indian Law & practice

2010

**INLAND TRANSIT (RAIL/ROAD) CLAUSE – B  
(NAMED PERILS)**

**RISKS COVERED**

**RISK CLAUSE**

**1.**

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

- a) i) fire or explosion  
ii) lightning  
iii) breakage of bridges  
iv) Earthquake and Volcanic eruption
- b) i) collision with or by the carrying vehicle/ railway wagon  
ii) overturning of the carrying vehicle/ railway wagon  
iii) derailment or accidents of like nature to the carrying railway wagon/vehicle

**EXCLUSIONS**

**GENERAL EXCLUSION CLAUSE**

**2.**

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and 'employees' shall not include independent contractors)
- 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.6 loss damage or expense directly or indirectly caused by or arising from the use any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

**UNFITNESS OF CONTAINER/CONVEYANCE CLAUSE**

**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

**WAR 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 any attempt thereat
  - 4.3 derelict mines bombs or other derelict weapons of war.

**STRIKES 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 disturbance, riots or civil commotions
  - 5.3 caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4 caused by any person acting from a political, ideological or religious motive.
  - 5.5 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

**DURATION**

**TRANSIT CLAUSE**

**6**

- 6.1 Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary 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 7 days after arrival of the railway wagon at the final destination railway station, or
  - 6.1.5 in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy
  - 6.1.6 until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter at the destination town named in the policy.

Whichever shall first occur

## HDFC ERGO General Insurance Company Limited



- N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.
- 6.2 This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

### CLAIMS

#### INSURABLE INTEREST CLAUSE

##### 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 underwriters were not.

### BENEFIT OF INSURANCE

#### NOT TO INURE CLAUSE

##### 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 bailee s.

### MINIMISING LOSSES

#### DUTY OF ASSURED CLAUSE

##### 9.

- It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose or averting or minimising such loss and
- 9.2 to ensure that all rights against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute
- and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### WAIVER CLAUSE

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

### AVOIDANCE OF DELAY

#### REASONABLE DESPATCH CLAUSE

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

### LAW AND PRACTICE

#### JURISDICTION CLAUSE

12. This insurance is subject to Indian Law & practice

2010

**“STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSE”**  
**(Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage)**

**RISKS COVERED**

**Risk Clause**

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by:
  - 1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,
  - 1.2 any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3 caused by any person/s acting from a political, ideological or religious motive.
  - 1.4 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

**EXCLUSIONS**

**2. General Exclusions clause**

In no case shall this insurance cover:

- 2.1 loss or damage or expense proximately caused by delay, inherent vice or nature of the subject-matter insured
- 2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion
- 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
- 2.4 loss or damage or expense caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**LAW AND PRACTICE**

This insurance is subject to Indian law & practice.

**LIMITATION OF LIABILITY CLAUSE**

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than the vehicle belonging to the owner of goods) or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

**INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER  
ATTACK EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

**TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009 JC2009/056 (01/01/09)**

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

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured 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 or
  - any person acting from a political, ideological or religious 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 contract of insurance,
- or
- 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,
- 1.3 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
- 1.4 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
- 1.5 in respect of marine transits, 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,
- 1.6 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 the contract of insurance or clauses referred to herein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach and continues during the the ordinary course of that transit terminating again in accordance with clause 1.

**IMPORTANT NOTICE CLAUSE**

This Policy shall be governed by and construed in accordance with the laws of India.