

WC/M112N/0176/001/51006

दि ओरिएण्टल इन्स्योरेन्स कम्पनी लिमिटेड

THE ORIENTAL INSURANCE COMPANY LIMITED

"हडताल, दंगा और नागरी विप्लव धारा"

"Strikes, Riots and Civil Commotions Clause"

(अंतर्देशीय पारगमन समुद्री यात्रा के सहयोजन में नहीं)

(Inland Transit not in conjunction with Oceangoing Voyage)

कवर किए गए जोखिम :

Risks Covered :

1. यह बीमा पारगमन जोखिम के विरुद्ध माल को अन्यथा पॉलिसी की शर्तों नियमों और वारंटियों के अधीन नीचे धारा 2 के अपवाद में बीमाकृत विषयवस्तु में निम्नलिखित से हुई हानि या क्षति को कवर करता है.
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 हडताल कर्ता, तालाबंदी श्रमिक या श्रमिक अशांति में भाग लेनेवाले व्यक्ति, दंगा नागरी विप्लव
1.1 Strikes, Locked-out Workman or persons taking part in labour disturbances riots or civil commotions:

- 1.2 कोई आतंकवादी या राजनैतिक उद्देश से कार्य कर रहा कोई व्यक्ति
1.2 any terrorist or any person acting from a political motive.
- 1.3 दुर्भावनाजन्य कार्य कर रहा व्यक्ति
1.3 Persons acting maliciously

अपवर्जन :

Exclusions :

2. यह बीमा किसी भी स्थिति में निम्न को कवर नहीं करेगा
2. In no case shall this insurance cover

2.1 विलंब, अंतर्निहित त्रुटि या बीमाकृत विषयवस्तु के स्वरूप से समीपस्थ कारण से हुई हानि, क्षति या व्यय

2.1 loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured.

2.2 किसी भी हडताल तालाबंदी, श्रमिक अशांति, दंगा, नागरी विप्लव के दौरान किसी भी प्रकार के श्रमिक अनुपस्थिति, अल्पता या रोकने के समीपस्थ कारण के परिणामतः हुई हानि, क्षति या व्यय.

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 विलंब से उत्पन्न किसी व्यय या किसी भी प्रकार की अप्रत्यक्ष अन्य परिणामी हानी या क्षति के कोई दावा
2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind.

2.4 युद्ध, गृह युद्ध, विद्रोह, बगावत राजद्रोह या उससे उत्पन्न नागरी हड़ताल या युद्धकारी शक्ति के विरुद्ध या द्वारा को प्रतिकूल कृत्य के परिणामतः हुई हानि, क्षति या व्यय

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

MR-01 Mehta 75 Pads 100, 12/2000 [C/W Bellapur 8 Kgs.]

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जोखिम
धारा
Risks
Clause

सामान्य
अपवर्जन
धारा
General
Exclusion
Clause

OIC / MAR N / CARG / 02 / 51001

हि ओरिएण्टल इश्योरेस कम्पनी लिमिटेड
(भारतीय साधारण बीमा निगम की सहायक कम्पनी)



THE ORIENTAL INSURANCE COMPANY LIMITED
(Subsidiary of General Insurance Corporation of India)

पंजीकृत कार्यालय : ओरिएण्टल हाउस, पो. बॉ. नं. 7037 ए-25/27 आसफ अली रोड, न्यु दिल्ली 110 002.
REGD. OFFICE : ORIENTAL HOUSE, P. B. NO. 7037 A-25/27 Asaf Ali Road, New Delhi 110 002.

**(INLAND TRANSIT RAIL OR ROAD) — A
(ALL RISKS)**

RISKS COVERED

1. This Insurance covers all risks of loss of or damage to the subject-matter insured except as Nos. 2, 3 and 4 below.

Risks
Clauses

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

General
Exclusions
Clause

War
Exclusions
Clause

Clause

Strikes
Exclusions
Clause

DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment if any.
- (i) until delivery to the final warehouse at the destination named in the policy or
 - (ii) in respect of transit 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
 - (iii) 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
- whichever shall first occur.

Transit
Clause

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.

CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have insurable interest in the subject matter insured at the time of the loss.
- 6.2 Subject to 6.1 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.

Insurable
Interest Clause

BENEFIT OF INSURANCE

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

Not to
Inure Clause

MINIMISING LOSSES

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

Duty of
Assured
Clauses

Waiver

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

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

Reasonable
Despatch
Clause

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Sek
Manager,

The Oriental Ins Co Ltd

OK/MARIN/CARG/02/51002

दि ओरिएण्टल इश्योरेंस कम्पनी लिमिटेड
(भारतीय साधारण बीमा विधम की सहायक कम्पनी)



THE ORIENTAL INSURANCE COMPANY LIMITED
(Subsidiary of General Insurance Corporation of India)

पंजीकृत कार्यालय : ओरिएण्टल हाऊस पो बॉ. नं. 7037, ए-25/27 आसफ अली रोड, नई दिल्ली-110 002,
REGD OFFICE : Oriental House, P.B. No. 7037, A-25/27 Asaf Ali Road, New Delhi-110 002.

INLAND TRANSIT (RAIL OR ROAD) - B
(Basic Cover)

RISKS COVERED

1. This Insurance Covers except as provided in clauses 2, 3 and 4 the risks of physical loss or damage to the insured goods caused by
- | | | |
|-----|---|--------------|
| (a) | (i) fire | |
| | (ii) lightning | |
| | (iii) breakage of bridges | |
| (b) | (i) collision with or by the carrying vehicle | Risks Clause |
| | (ii) overturning of the carrying vehicle | |
| | (iii) derailment or accidents of like nature to the carrying railway wagon/vehicle. | |

EXCLUSIONS

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

DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment if any
- | | |
|--|----------------|
| (i) until delivery to the final warehouse at the destination named in the policy or | Transit Clause |
| (ii) 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 | |
| (iii) in respect of transits by Road only until expiry of the 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 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 name in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

CLAIMS

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| 6. 6.1. 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 |
| 6. 2. Subject to 6.1. above the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were of the loss and the underwriters were not. | |

BENEFIT OF INSURANCE

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| 7. This insurance shall not run to the benefit of the Carrier or other bailee. | Not to Insure Clause |
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MINIMISING LOSSES

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|---|----------------------------|
| 8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of the Assured Clause |
| 8.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss and | |
| 8.2. to ensure that all rights against carriers bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/road carriers/bailees within six months from the date of railway/lorry receipt or as prescribed by the relevant statute | Waiver Clause |
| 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. | |
| 3. 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

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| *0. It is a condition of this insurance that the assured shall act, with reasonable despatch to all the claims within their control | Reasonable Despatch Clause |
|---|----------------------------|

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S. K.

Manager,
The Oriental Ins Co. Ltd