



ISSUING OFFICE

The Oriental Insurance Company Limited

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

CIN: U66010DL1947GOI007158

PREMIUM(Rs):
DATE OF EXPIRY:

CARRIER'S LIABILITY INSURANCE POLICY

WHEREAS _____ (hereinafter called "the insured") carrying on the business of common carriers and none other for the purposes of this insurance has by a proposal and declaration applied to THE ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter set forth and has paid or agreed to pay to the Company the premium, set out as consideration for such insurance for the period from _____ day of _____ to _____ day of _____ (both days inclusive).

NOW THIS POLICY WITNESSETH that during the currency of this policy or any further period for which it may be in force, subject to the limits, terms, provisions, exclusions, exceptions and conditions contained herein or endorsed hereon the Company hereby agrees to indemnify the insured against his legal liability for actual physical loss of or damage to goods or merchandise directly caused by fire and/or accident to the vehicle registered under the Number _____ whilst such goods or merchandise are actually transported in the said vehicle provided that fire or accident has arisen on account of negligence of the insured or negligence or criminal act of his servants and further provided that the vehicle is damaged by such fire or explosion or accident, and a claim in respect thereof is admitted under the motor comprehensive insurance policy covering the vehicle. The cover will commence with the loading of cargo on the vehicle and will be in force until unloading of the cargo at the discharging point or expiry of 7 days after the first arrival of the vehicle at the destination town whichever may first occur.

PROVIDED THAT the liability of the Company shall not exceed the sum of Rupees _____ in respect of any one accident or series of accidents arising out of any one event or occurrence or the sum of Rupees _____ in respect of all claims arising during any one period of insurance but the Company will, in addition, pay all costs and expenses incurred with its written consent in defending any claim made against the insured.

EXCLUSIONS

PROVIDED ALWAYS that the Company shall not in any circumstances be liable under this policy in respect of:

1. Liability under any contract or agreement unless such liability would have arisen and the Insured would have been liable at law notwithstanding such an agreement under the Carriers Act, 1965.
2. Liability in respect of damage to property:
 - (a) Belonging to the Insured or to any servant, agent, or sub-contractor of the Insured or to third parties unless such property is covered by a contract of carriage entered into by the Insured in an approved form.
 - (b) In the control of the Insured or of any servant, agent, or sub-contractor of the insured unless such property is covered by a contract of carriage entered into by the Insured in an approved form.
3. Liability for loss or damage arising from:

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- (a) Inherent defect or vice including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable goods.
 - (b) Depreciation delay, loss of market, any confiscation by a public authority.
 - (c) Consequential Loss arising from loss or damage to goods.
 - (d) Any consequence whether direct or indirect of War (whether declared or not), act of foreign enemy, hostilities civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God, any change of Law refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit. License or sanction or deciding to revoke or qualify any such permit in the event of any claim, hereunder, the Insured shall prove that the liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or causes or in consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
 - (e) Any consequence whether direct or indirect of strikes or riots.
 - (f) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (g) Goods and / or merchandise, which may be illicit or illegal or contraband or smuggled.
4. No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence exceed Rs. _____ in which case this sum shall be, deducted from the claim amount payable.

PROVIDED FURTHER that due observance and fulfillment of the terms provisions, conditions and endorsements of this Policy by the Insured and/or his agent or servants in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions conditions and endorsements of this Policy or the renewal thereof shall be valid unless made in writing signed by an authorized official of the Company.

IN WITNESS WHEREOF the undersigned being duly authorized by the directors of the Company and on behalf of the Company has hereinto set his hand at _____ this _____ day of _____ 20__.

For THE ORIENTAL INSURANCE CO. LTD

DULY CONSTITUTED ATTORNEY(S)

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CONDITIONS

1. No Payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorized Representative of the Company shall have been issued therefore. The Company shall not be bound to accept any renewal premium nor, to give notice that such renewal is due.
2. Every notice or communication to the Company, shall be in writing and sent to the office or Agency of the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this policy, nor any endorsement therein will be valid unless the same is signed or initialed by an authorized representative of the Company.
3. Upon the happening of any event or occurrence likely to give rise to a claim under this Policy and immediately after the same shall have come to the knowledge of the insured or his agent the insured shall:
 - (a) take all practicable steps to cause the discovery of any guilty person.
 - (b) take steps for the safety of the goods.
 - (c) give to the Company notice in writing within 10 days from the date of occurrence of the accident and shall deliver to the Company a claim in writing within 20 days from the date of occurrence of the accident and supply all such detailed particulars and proofs as may be reasonably required. In no case shall the Company be liable for any loss or damage not notified to the Company within fifteen days of the happening of the event;
 - (d) give to the Company notice in writing with full particulars of any claim or of any other subsequent proceedings as soon as possible after the same shall have come to the notice of the Insured and/or his agent.
 - (e) at his own expense, furnish all such information, explanation, vouchers, proof of ownership and of loss and such other evidence to substantiate the claim as may be reasonably required by the Company.
4. The details of all contracts of carriage issued and freight earned and of all vehicles employed or utilized to discharge such contracts shall be properly recorded and the insured shall at all times allow the Company to inspect such account records.
5. The Insured shall exercise reasonable care that only steady, sober and competent employees and agents are employed, that all buildings, storage spaces, machinery, vehicles and their accessories and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with and that the loads carried are protected from loss or damage. If any defect shall be discovered the Insured shall not only cause the said defect to be made good with all dispatch but shall also in the meantime cause such additional precautions to be taken as the circumstances of the case may require. The Company shall at all reasonable time have free access to inspect any property. In the event of any defect or damage being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.
6. No admission, offer, promise payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and the

Company shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in such an event the Insured shall give all such information and assistance and execute such documents as the Company may require in that behalf. The Insured shall co-operate with the Company and upon the Company's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume obligations or incur any expense.

7. Payment of claims will only be made on production of a proper discharge signed by the owners of the cargo except in cases referred to in Condition No.9 below.
In the event of any loss arising under this policy the amount of such loss shall be automatically reinstated as from the moment of the occurrence giving rise to such loss in consideration of the insured paying an additional premium for the amount so restored computed at 100 % of the premium under this policy (being pro-rata as to the sum reinstated), provided, however, that the liability of the Company shall not exceed the sum of Rupees _____ in respect of each loss occurrence, or the sum of Rupees _____ in all during the currency of this insurance.
8. If a payment exceeding the limit of liability under this policy has to be made to dispose of a claim the liability of the Company to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limit of liability under this policy bears to the amount paid to dispose of the claim.
9. At any time after the happening of any event giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability under such clauses and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceeding or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
10. If at the time any claim arises under this Policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses, notwithstanding the existence of any clause or condition of non-contribution or non-participation in the contract of such other insurance policy of cover.
11. If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder. The insured shall not be entitled to abandon any property to the company.
12. The Company shall not be bound to accept any renewal premium nor to give notice that such is due and the Company may at any time cancel this Policy by sending 15 day's notice to the Insured at his last known address subject and without prejudice to any rights and remedies either of the Company or the Insured arising under the Policy prior to that date.
13. The Policy shall stand cancelled with immediate effect if:
 - (i) the laws relating to carriage of goods are altered in any way
 - (ii) any change occurs in the ownership or management of the insured or the area of operation.
 - (iii) any material change occurs in the information provided in the proposal form.Unless such change or alteration is brought to the notice of the Company in advance and any revised terms and premium required by the Company are agreed to and paid.
In the event of such cancellation after a claim has arisen during the current policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of effect of cancellation pro-rata refund of premium for complete un-expired months shall be allowed.

14. In the event of the policy being cancelled at any time by the Insured and provided no claim has arisen during the then current period of Insurance, the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the Policy has been in force.
15. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force.
16. The liability covered under the Policy being limited, it is understood and agreed that in any event the Company's liability shall not extend to any liability of the Insured or his servants except as specifically stated herein even if the Insured or his servants are liable under the Carrier's Act or any other law.
17. If any difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitrations Act 1940, as amended from time to time and for the time being in force. In case either party shall refuse or failed to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be refer to the decision of umpire who shall have been appointed by them in writing before entering on the reference and whom shall sit with the arbitrators and preside at their meetings.

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

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

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

18. The Insured shall maintain a written record at each of its depots or delivery stations in which shall be entered promptly the condition and nature of goods received in an apparently damaged condition immediately at the time of receipt.
19. It is the duty of the Assured and their Agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against bailees, or other their parties are property preserved and exercised.
20. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.
21. It is an express condition of this Policy that subject to Condition No.16 above, the Civil Courts at _____ will have exclusive jurisdiction to try any claim under this policy.

RIOT AND STRIKE ENDORSEMENT

In consideration of the payment of the Sum of Rs. _____ additional premium, it is hereby understood and agreed that the Exclusion No.3 (e) of this Policy shall not apply to any liability directly caused by :-

- (1) the act of any person taking part together with other in any disturbance of public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance .
- (2) the lawful act of any striker or locked out worker done in furtherance of strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this endorsement shall not apply to any liability directly or indirectly proximately or remotely occasioned by contributed to any or traceable to arising out of or in connection with:

- (a) War invasion the act of foreign enemies hostilities or war like operations (Whether war be declared or not) civil war.
- (b) mutiny civil commotion assuming the proportions of or amounting to popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the over throw by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Notwithstanding what is stated in Condition No.13 of this Policy it is hereby understood and agreed that if the insurance included by virtue of this Endorsement be terminated at the request of the Insured before its expiry date, the Company shall not repay the premium or any part thereof chargeable for such insurance except where the cover provided by the Riot and Strikes Endorsement and the Carriers Liability Policy is terminated simultaneously in which case the Company shall in respect of this insurance retain short period premium in terms of Condition No.14 of this Policy.

Subject otherwise to the terms, exceptions and limitations of this Policy.

NOTE :

IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.