**CARRIER’S LIABILITY INSURANCE POLICY**

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, 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.

**E X C L U S I O N S**

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 Inherent defect or vice including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable goods.

Depreciation delay, loss of market, any confiscation by a public authority, consequential Loss arising from loss or damage to goods.

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.