Carrier's Legal Liability Insurance

SCHEDULE

1	Name & Address of Insured	
2	Insured Operation(s)	
3	Additional Insured	
4	**Period of insurance**	
5	Territorial Scope	
6	Jurisdiction	
7	Limit of Indemnity	
8	Deductible	
9	Premium	
10	Extensions	
11	Co-Insurance (if any):	
12	Memorandum attaching at inception	
13	Special Conditions (if any)	

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, courier or registered post to:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House, Old Tata Press Lane, # 414,
Veer Savarkar Marg [Near Siddhi Vinayak Temple],
Prabhadevi, Mumbai, India – 400 025

CARRIER'S LEGAL LIABILITY INSURANCE

Policy Wording

Who is the Insurer
ICICI Lombard General Insurance Company is the insurer**.**

How to apply for this insurance
Throughout this document when referring to **Your insurance** broker or adviser, We may refer to them as **Your intermediary.**

If **You** are interested in buying this **Product** or have any enquiries about it**, You** should contact **Your Intermediary** who should be able to provide **You** with all of the information and assistance **You** need**.**

If **You** are not satisfied with the information provided by **Your intermediary** or do not have an intermediary**, You** can contact **us** at the address or telephone number shown on the back cover of this document. However, **We** are only able to provide factual information or general advice about the **Product . We** do not give advice on whether the **Product** is appropriate for **Your** personal objectives, needs or financial situation.

Our contract with **You**

Your policy is a contract of insurance between **You** and **ICICI** and contains all the details of the cover **We** provide.

Your policy is made up of:
• the policy wording that tells **You** what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
• the proposal, this is the information **You** provide to **us** when applying for insurance cover;
• **Your** most current policy **Schedule** issued by **us** . The **Schedule** is a separate document unique to **You** that shows **Your** particular insurance details. It includes any changes, exclusions, terms and conditions made to suit **Your** individual circumstances and may amend the policy; and
• any other changes advised by **us** in writing, such as an endorsement. These written changes vary or modify the above documents.

Please note, only those sections and optional additional extensions shown as covered in **Your Schedule** are insured**.**

Please keep **Your** policy in a safe place.

We reserve the right to change the terms of this **Product** where permitted to do so by law.

Your duty of disclosure

We rely on the information **You** provide to **us** when **You** apply for or change **Your** Carriers Legal Liability Insurance policy. **You** must tell **us** anything that **You** know, or should know, that could affect our decision to insure **You** and/or the terms on which **We** insure **You** .

1 What **You** do need to tell **us**

When answering our questions **You** must be honest and **You** have a duty under law to tell us anything known to **You** and which a reasonable person in the circumstances would include in answer to the question. **We** will use **Your** answers in deciding whether to insure **You** and on what terms.

2 What **You** DON'T need to tell **us**

You do not need to tell **us** anything that:
• reduces **our** risk;
• is of common knowledge;
• **We** know, or as an insurer should know;
• **We** indicate that **We** do not want to know.

3 What will happen if **You** do not tell **us**

If **You** do not answer our questions in this way, **We** may reduce or refuse to pay a claim, or cancel **Your** policy. If **You** answer our questions fraudulently, **We** may refuse to pay a claim and treat the policy as never having existed.

Your cooling off period

After **You** apply for Carriers Legal Liability Insurance, **You** are entitled to cancel the policy within 21 days of the risk attaching. Within this time, **You** may cancel the policy and receive a full refund of any premium paid unless:
• **You** have made a claim, or are entitled to make a claim, under the Carriers Legal Liability Insurance, or
• **You** have exercised any right or power **You** have in respect of **Your** policy or the policy has ended.
Your request should be in writing and sent to **us** via **Your** intermediary.

Goods and Services Tax

This policy has a provision for payment of Goods and Services Tax (GST) by **You** in relation to the premium payment. For further information, see 'Claims settlement' on page 14**.**

Headings

Headings have been included for ease of reference but do not form part of this policy.

Definitions

When used in this policy, **Schedule** or endorsements the following definitions will apply:

Approved costs and expenses
Approved costs and **expenses** mean costs and expenses that **You** notify to us and obtain our agreement to pay in advance of **You** incurring them and which are in any event properly and reasonably incurred.

Cargo
Cargo means goods, including anything (other than items supplied by **You**) used, or intended to be

used, to pack or secure goods carried from one place to another place in respect of which **You** contract to provide services, or in which **You** have an insurable interest.

Carrying or lifting equipment
Carrying or **lifting equipment** means an item of equipment used for lifting, **Carrying** or moving of **Cargo** including any item of equipment mounted on a vehicle for the purpose of lifting or securing Cargo but not a shipping container, aircraft, ship or train.

Co-assured
Co-assured means any legal entity noted in the **Schedule** as **Co-assured**.

Consequential loss
Consequential loss means loss of income, loss of profit, loss of opportunity, market loss, loss from business interruption or any other economic loss.

Construction activity
Construction activity means construction of any building, infrastructure or civil works including refurbishment but not land reclamation activity that is not otherwise part of any **Construction activity** .

Contaminated land liability
Contaminated land liability means any legal liability, fine, penalty, clean-up costs or expenses relating to the contamination of any land, including sub-surface land, unless rising from a Pollution incident .

Contraband
Contraband means any **Cargo** that is unlawful to import and/or export or Cargo that is imported or exported in an unlawful way.

Contractual liability
Contractual liability means civil liability incurred by **You** through entering into a contract.

Contractors
Contractors means **Your Contractors** and **sub Contractors** and, where the context requires, their respective servants and agents.

Dangerous Cargo
Dangerous Cargo means any **Cargo** specified as such in the Australian Dangerous Goods code (ADG) or in the International Maritime Dangerous Goods Code (IMDG) or Equivalent law in other jurisdictions which may become a **Dangerous Cargo** while in **Your** possession or control for whatever reason.

Declared value Cargoes
Declared value Cargoes mean any **Cargo** received by **You** for carriage, storage or handling purposes that are declared by the shipper to have a specific value, Ad Valorem, for carriage.

Deliberate, reckless or wilful conduct means any conduct being an act or omission to act where such act or omission is with intent to cause loss or recklessly and with knowledge that such loss would probably result.

Demurrage
Demurrage means the agreed pre-estimate of losses for delay as specified in a contract.

Gross charges
Gross charges means total charges (collected or uncollected) made by **You** during the period of insurance and included in the annual revenue as stated on **Your** annual profit and loss statement/statement of financial performance. No deduction will be made from the **Gross charges** in respect of any sub-contracted work.
You agree to keep a complete and accurate record of all **Gross charges** for **insured operations** for examination by **us** or **our** representatives and further agree to make an annual report of collected and uncollected charges to **us** within 30 days after the expiration of this policy.

Insured location(s)
Insured location(s) means location(s) at which **You** conduct an insured operation that has been noted in **Your** proposal, accepted by **us** and stated in the **Schedule.**

Insured operation(s)
Insured operation(s) means operation, including services, that have been noted in the proposal form and accepted by **us** and noted in the **Schedule**. **Insured operations** may include:
• the provision and management of canteens, social, sports and welfare or organisations or educational facilities which are primarily for the benefit of **Your** employees
• first aid, medical, ambulance and fire services.

ISPS Code
ISPS Code means the International Ship and Port Facility Security Code as in force from time to time**.**

Liquidated damages
Liquidated damages means any pre-estimate of damages contained in any contract for any breach of such contract.

Occurrence
Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, which results in loss, damage, liability or costs neither expected nor intended by **You**. All claims that result from one original source, or one original cause, shall be considered to have been caused by a single **Occurrence**.

Optional additional benefits
means the optional cover set out in the various extensions of cover available under Section one.

Optional additional benefits means any claim recoverable under any Optional additional benefits will be subject to the deduction of the sum as stated in the **Schedule** in respect of **Your** ultimate net loss resulting from any one **Occurrence**.

Optional additional benefits premium
Optional additional benefits premium means the premium payable in respect of any Optional additional benefits stipulated by **us** and stated in the **Schedule**.

Optional additional benefits sub-limit means the maximum amount **We** will indemnify **You** for **Your** liabilities arising under the benefit as a result of any one **Occurrence** in any one **period of insurance**.

Overload or overloaded

Overload or overloaded means whenever the safe working load specified by the manufacturer or other competent person or responsible authority for any equipment is exceeded.

Personal injury
Personal injury means
• bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish or mental injury
• assault and battery committed with reasonable force by **You** or at **Your** direction for the purpose of prevention or eliminating danger to persons or property and includes hospital, funeral and medical expenses .

Period of insurance
Period of insurance means the **Period of insurance** stated in the **Schedule.**

Pollutant
Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste including, but not limited to, oil, petroleum **Product** s, chemicals or other substances of any kind or nature whatsoever. Waste includes material to be recycled, reconditioned or reclaimed.

Pollution incident
Pollution incident means a sudden and accidental event constituting the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air anywhere in the world of any Pollutant , that give rise to a Pollution incident where:
• it is an identifiable specific incident
• the specific incident occurred during the **Period of insurance** on an identifiable date at a specific time
• the specific incident was discovered by **You** within 10 days of the specific time that it occurred; and
• the specific incident was not caused by **Your** deliberate, reckless or wilful conduct.

Premises
Premises means a piece of land or real property identified by its legal title together with its buildings and infrastructure.

Product
Product means anything which was, or is deemed by law to have been, manufactured, grown, extracted, treated, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, renovated, installed, assembled, erected or constructed in the course of the insured operation by **You** or on **Your** behalf including labels, packaging or containers (but not a vehicle) and any directions, instructions or advice given or omitted to be given in connection with such **Product** after it ceases to be in **Your** possession or under **Your** control.

Schedule
Schedule means the most recent document **We** give **You** setting out details of **Your** insurance cover. We give **You** a **Schedule** when **You**:
• first buy the policy from **us**
• change any part of the policy or any details relevant to it
• renew the policy with **us**.

Security legislation
Security legislation means the **ISPS Code**, the Maritime Transport and Offshore Facilities Security Act and any other similar or associated regulations or orders.

Sub-surface operations liability
Sub-surface operations liability means any legal liability, fine, penalty, clean-up cost or expense resulting from subsidence causing damage to any activity or infrastructure below ground or under water.

Third Party
Third Party means any person other than **You** or **us.**

Tool of trade
Tool of trade means any vehicle which has a tool or plant attached to, forming part of, or used in connection with it while such tool or plant is engaged on a work site but does not include such vehicle whilst it is in transit to or from any work site.

Valuable Cargoes
Valuable Cargoes means any high value Cargo such as bullion, precious metal objects, precious stones, precious jewellery, cash, securities, valuable works of art, thoroughbred horses, computers, hand held electronic **Product**s or mobile phones or any electrical components of these or similar.

We, us, our
We, us, our means ICICI Insurers Agents Pty Ltd as agent for the insurer of this policy, ICICI Lombard General Insurance Company.

Wear and tear
Wear and tear means deterioration of any thing over time from normal use.

You , Your
You ,Your means the person, legal entity, company or companies noted as the named insured in the **Schedule** , including any named Co-assured and
• any subsidiary company, including subsidiaries thereof, of the named insured or any named **Co-assured** in the **Schedule** and any other organisation under the control of the named insured or any named Co-assured in the **Schedule** and over which it is exercising active management
• any new organisations acquired by the named insured or any named **Co-assured** in the **Schedule**, during the **Period of insurance**, through consolidation, merger, purchase of the assets of or assumption of control and active management, provided such acquisition or assumption is reported to us within 90 days after it is effected and provided further such acquisition is endorsed onto this policy
• any director, officer or employee acting in the course of their employment.

Our agreement
Subject to the prior payment of, or **Your** agreement to pay, the premium set out in the **Schedule** , **We** agree with **You** to provide insurance as set out in this policy.

In issuing this policy, **We** have relied on the information contained in the proposal form and/or any other information given by **You** or on **Your** behalf.

Section One – what You are insured for

1 Subject to the limit of liability and the terms and conditions of this policy, **We** will pay all sums which **You** become legally liable to pay resulting from an **Occurrence** happening during the **Period of insurance** and arising out of **Your insured operations** for:

1.1 **Cargo liability** physical loss or damage to **Cargo** and for **Consequential loss** resulting from such loss or damage.

1.2 **Third Party** liability to third parties for:

- 1.2.1 property damage
  Physical loss or damage to property of any **Third Party** including ships, locomotives, rolling stock and equipment and any **Consequential loss**, loss of use, delay or **Demurrage** resulting from such physical loss or damage.

- 1.2.2 **Personal injury**
  Personal injury to any **Third Party** including **Consequential Loss** resulting from such **Personal injury** (including any claim for indemnity brought against **You** by a subrogated insurer/claimant pursuant to any Workers' Compensation or Employers' Liability Insurance of any such injured person).

1.3 Fines and penalties

- 1.3.1 fines, customs duty, sales tax, excise tax or other penalties or fiscal charges imposed by a government or authority, provided that such liability arises from an unintentional breach of the statute, law or regulation by **You**, or **Your Contractors** ;

- 1.3.2 **Your** loss arising from confiscation by a government or authority of any property of any person, including **Your** equipment, as a consequence of **Your** breach of any statute, law or regulation in the circumstances described in clause 1.3.1 (including any breach by a person);

- 1.3.3 liability or loss arising from confiscation by a Government or Authority under clauses 1.3.1 and 1.3.2, provided that the statute, regulation, or law that is breached regulates:

  1.3.3.1 the importation or exportation of Cargo ;
  1.3.3.2 the importation or exportation of equipment other than equipment owned by **You** or equipment in the process of acquisition or disposal by **You** ;
  1.3.3.3 immigration;
  1.3.3.4 security or anti terrorism;
  1.3.3.5 workplace safety; and
  1.3.3.6 pollution.

However, **We** will not indemnify **You** in respect of fines and penalties as set out in clause 5.3.

1.4 **Pollution liability**

1.4.1 any compensation to **third parties** for **Personal injury** or physical loss or damage to property arising from any **Pollution incident** ;

1.4.2 any expense or cost incurred in removing, preventing, mitigating or cleaning up any **pollution** following a **Pollution incident** ;

1.4.3 any fine or penalty that arises from any **Pollution incident** unless a competent court or tribunal determines that it is illegal or contrary to public policy for **You** to be insured against such liability or loss.

However, cover is specifically **excluded** for any Sub-surface operations liability or Contaminated land liability .

1.5 **Errors and omissions**
Financial loss, loss of use or **Consequential loss** arising from an error or omission including wrongful delivery of **Cargo**, delay or **Demurrage.**

Limit of liability

Our liability to indemnify **You** for any losses, damages or liabilities as a result of an **Occurrence** will not exceed the limit of liability shown in the **Schedule**. Unless otherwise stated in the **Schedule** our liability to indemnify **You** for any loss, damage or liability as the result of an **Occurrence** arising out of property in **Your** care, custody and control is limited to $1,000,000.

Our total aggregate liability any one **Period of insurance** to indemnify **You** for any losses, damages or liabilities in respect of or in any way related to **Valuable Cargoes** is $250,000.

Additional cover
In addition to the limits of liability shown in the **Schedule** this policy will also cover **You** for:

3 **Defence and costs cover**

3.1 **Approved legal costs** and **expenses** incurred by **You** in the defence of any liability insured under this policy;

3.2 **Approved legal costs** and **expenses** incurred by **You** with the reasonable expectation of avoiding or mitigating a potential liability insured under this policy including representation before any court, tribunal or investigative body;

3.3 **Approved costs** and **expenses** incurred by **You** in disposing of **Cargo** or property following an **Occurrence** ;

3.4 **Approved costs** and **expenses** incurred by **You** in discharging **Your** legal obligations in respect of quarantine, fumigation or disinfection of **Cargo**, ships, rolling stock, containers or equipment as a result of an **Occurrence**.

Optional additional benefits

4 The **Optional additional benefits** are only applicable to this policy if **We** have agreed to provide the cover to **You**, **You** have paid any additional premium required and the **optional additional benefit** is noted as being covered in the **Schedule**. Otherwise such cover is **excluded**.

4.1 Tenant’s legal liability

- 4.1.1 **Your** legal liability to compensate **third parties** for physical loss or physical damage to **Premises** leased or rented by **You** as tenant where such physical loss or damage is caused following an **Occurrence**.

- 4.1.2 This **optional additional benefit** does not cover or attach to any **Premises** owned by **You** and leased or rented to any **Third Party** nor to any **Premises** leased by **You** and subleased or rented to any **Third Party**.

4.2 Infringement of personal rights liability
Your legal liability to compensate **third parties** for false arrest, detention or imprisonment, libel, slander, defamation, eviction, invasion of privacy or any public or private nuisance.

4.3 Consultancy services
Your Contractual liability to compensate **third parties** for losses, including financial loss or loss of income, arising from consultancy services provided by **You** in relation to logistics management during the **Period of insurance** provided **Your** liability is specifically **excluded** for any Liquidated damages or claim by any **Third Party** for indemnity for Liquidated damages.

Provided always that any contract **You** may have in place for consultancy services has been approved by **us** in writing and noted in the **Schedule** prior to any **Occurrence** .

Section Two – What You are not insured for

5 Notwithstanding anything contained anywhere in this policy to the contrary,
You are not insured for any losses, damages or liabilities in accordance with the exclusion clauses below.

5.1 General exclusions

This policy does not insure **You** for **Your** legal liability:

5.1.1 for **Personal injury** to any employee or worker arising out of, or in the course of, their employment in **Your** business, to the extent that **You** are indemnified or entitled to be indemnified under a policy of insurance or self insurance arrangements in accordance with any workers' compensation or accident compensation legislation, or to the extent that **You** would have been entitled to be indemnified had **You** arranged insurance as required by such legislation

5.1.2 arising out of any provision of any workers' compensation legislation or industrial award or agreement or determination

5.1.3 for **Personal injury** to any person arising directly or indirectly from:
- 5.1.3.1 exposure to noxious or harmful substances (including but not limited to radio-active substances, asbestos, cadmium or hydrocarbons); or
- 5.1.3.2 repetitive stress, strain or cumulative trauma

5.1.4 for damage or loss to any property (including damage or loss to **Cargo** or equipment including shipping containers and Cargo handling equipment) caused by or arising from:
- 5.1.4.1 routine wear and tear or gradual deterioration when **You** are responsible for the maintenance or care, custody and control of such property;
- 5.1.4.2 inherent vice, ordinary leakage, or ordinary loss in weight or volume;

- 5.1.4.3 defective or insufficient packaging of the **Cargo** by **Your** customer, their subcontractor or agent; or
- 5.1.4.4 unexplained losses discovered on inventory/stocktaking unless established by **You** to have been caused by an **Occurrence**

5.1.5 arising from the release of **Cargo** without **Production** by the person claiming release of the **Cargo**, of the original bill of lading or other transport document entitling the release of **Cargo**

5.1.6 for damage or loss to **Declared value Cargoes** the extent that any claim is increased by the declaration of value by **Your** customer, their **Contractors** or agents

5.1.7 for damage or loss to **Valuable Cargoes** unless:

- 5.1.7.1 **Your** customer did not inform **You** , and **You** could not have reasonably known, that **You** were handling such Cargoes ; or
- 5.1.7.2 **You** handle such **Valuable Cargoes** only on the terms of **Your** usual contract with **Your** customer; or
- 5.1.7.3 **You** agree with **Your** customer, in respect of such **Valuable Cargoes** , the following condition or one to the same effect:

'The customer shall have a clause in their bill of lading or other contract of carriage giving **You** the benefit of provisions therein excluding or limiting the customer's liability including any liability in negligence to the extent permissible by law and the customer undertakes to defend and indemnify **You** and hold **You** harmless against any claim by, or liability to, the customer or any other party to the extent that such claim or liability exceeds the lesser of:

• **Your** liability under **Your** contract with the customer; or
• the liability that **You** would have incurred if **You** had been able to rely on the provisions in the bill of lading or other contract of carriage excluding or limiting the customer's liability and which would have applied had the scope of such bill of lading or contract of carriage included **Your** services; and
• **You** ensure that reasonable security measures are employed in the handling of such **Valuable Cargoes** '

5.1.8 arising from the use, ownership or operation by **You** of any vehicle in circumstances in which the vehicle is required by law to have compulsory insurance against such liability,

5.1.9 arising from the use, ownership or operation by **You** of any registered vehicle, such liability being for property damage unless such vehicle is being used as a **Tool of trade** ,

5.1.10 arising from the ownership, operation, management, maintenance, lease, rental, charter or use by **You** of any vessel or water-borne craft or locomotive or rolling stock

5.1.11 arising from the disposal, treatment, storage, carriage or processing of waste materials, spoil or operation of any land-fill or similar facility by **You** or any **Third Party** or relating to any contamination of land (including any sub-surface land) (other than where arising from a sudden accidental event constituting a P o ll u ti o n i n c i d e n t) or any remediation of contaminated land (including any sub-surface land) (whether pursuant to an order or directive of any competent authority or otherwise)

5.1.12 assumed by **You** under contract, including liability for delay and payments under penalty clauses or liability arising under 'liability without fault' or 'performance guarantee' or 'declared value' or '

Liquidated damages ' clauses or similar provisions or liability otherwise accepted by **You** under any express or implied contract BUT this exclusion will not apply to the extent that:

- 5.1.12.1 **You** would incur legal liability in the absence of any specific contractual provision and as a result of **Your** negligence; or
- 5.1.12.2 **We** have agreed to insure specific contractual liabilities assumed by **You**

5.1.13 where such liability is a 'liability without fault' or a 'strict liability' unless imposed upon **You** by statute, law or regulation

5.1.14 incurred to any **Third Party** to the extent that any such liability is in excess of any statutory immunity or limit of liability or restriction of liability that would otherwise be available to **You**

5.1.15 incurred in relation to the provision, for a specific fee or payment in kind of any professional advice or advisory service

5.1.16 for loss or damage caused by or resulting from **Your** deliberately reckless or willful conduct in exceeding the registered or rated capacity or 'safe working load' or any overload of any **Carrying** or **lifting equipment**

5.1.17 arising from deliberate reckless or willful conduct by **You** or **Your Contractors**

5.1.18 arising from the wrongful delivery of Cargo to the extent that a competent court or tribunal determines that it is illegal for **You** to be insured against such liability, or for any criminal proceedings associated with any wrongful delivery of Cargo

5.1.19 arising from any deliberate, reckless or wilful non-compliance with, or breach of the **ISPS Code** or any other relevant **Security legislation**

5.1.20 arising from **Construction activity** , or any other reclamation or demolition activities undertaken by **You** or third parties that would normally be covered by 'Contract Works including Public Liability insurance' in respect of the property and liability interests associated with such activities

5.1.21 arising from erection, dismantling or movement of **Carrying** or **lifting equipment** unless our prior written agreement has been obtained by **You** and **You** agree to pay any additional premium that **We** require

5.1.22 in respect of any goods or **Product**s sold by **You** including any **Product** liability

5.1.23 arising in relation to any:

- 5.1.23.1 trademark, copyright or patent infringement
- 5.1.23.2 breach of directors' and officers' duties
- 5.1.23.3 breach of fidelity obligations of employees, company directors, officers or company servants
- 5.1.23.4 conduct of directors, officers, employees or company servants acting outside the course and scope of their employment, authority or contract as the case may be
- 5.1.23.5 fault, error or omission on **Your** part in the course of administration of any superannuation, pension or employee benefits scheme or
- 5.1.24 arising from any alleged or actual fraudulent, dishonest, malicious, intentional or criminal act or omission by **You** or **Your Contractors**

- 5.1.25 arising from **You** or **Your Contractors** knowingly dealing in **Contraband** .

5.2 Infringement of personal rights exclusions

Not withstanding optional additional benefit 4.2 'Infringement of personal rights liability', this additional benefit does not cover any liability arising from:

5.2.1 deliberate, reckless or wilful breach of any statute, law or regulation by **You** or **Your** contractor;

5.2.2 any relationship between **You** and any employee, officer or contractor;

5.2.3 a contract entered into by **You** ;

5.2.4 intentional publication of material or any utterance by **You** or **Your Contractors** with knowledge that such publication or utterance is false;

5.2.5 any advertising activity publication or utterance that promotes **Your insured operations** ;

5.2.6 repeating the same or similar act, utterance or publication of material made by **You** or **Your Contractors** prior to the commencement of the **Period of insurance** ;

5.2.7 any claim against **You** by any person claiming or asserting any breach by **You** of any discrimination, anti-vilification, harassment or equal opportunity or employment or similar legislation.

5.3 Fines and penalties exclusion
Except to the extent specifically stated in clause 1.3 of this policy, **Your** liability is specifically **excluded** for:

- 5.3.1 commercial fines and penalties
- 5.3.2 breach of any statute, law or regulation in respect of freight tariffs, fair trading or anti competitive behaviour
- 5.3.3 breach of any statute, law or regulation in respect of ownership, lease or operation of a mechanically propelled vehicle that is required to be licensed or permitted to be licensed for use on a public road
- 5.3.4 breach of any statute, law or regulation in respect of overloading any mechanically propelled vehicle, **Carrying** or **lifting equipment** unless such breach relates to workplace safety regulations
- 5.3.5 breach of any statute, law or regulation caused by deliberate, reckless or wilful conduct by **You** or by **Your** agent or contractor.
- 5.3.6 any fine, penalty, customs duty, sales tax, excise tax, similar financial charge or loss arising from confiscation, to the extent that a competent court or tribunal determines that it is illegal or contrary to public policy for **You** to be insured against such liability or loss
- 5.3.7 any fine, penalty, customs duty, sales tax, excise tax, similar financial charge or loss arising from any criminal conviction, to the extent that a competent court or tribunal determines that it is illegal or contrary to public policy for **You** to be insured against such liability or loss.

5.4 War exclusion

This policy excludes loss, damage, liability or expense directly or indirectly occasioned by, happening through or in consequence of:

5.4.1 war, civil war, revolution, rebellion, insurrection, civil strife arising therefrom or any hostile act by or against a belligerent power;

5.4.2 capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequence thereof or any attempt thereat;

5.4.3 derelict mines, torpedoes, bombs or other derelict weapons of war.

5.5 Nuclear exclusion

This policy excludes loss, damage, liability or expense directly or indirectly caused by, or contributed to, by or arising from:

- 5.5.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 5.5.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 5.5.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 5.5.4 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;
- 5.5.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

5.6 Terrorism exclusion

This policy excludes any loss, damage, liability or expense arising from:
(a) terrorism and/or
(b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, ‘terrorism’ means any act(s) of any person(s) or organisation(s) involving:

(a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
(b) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of political, religious, ideological or other similar nature.

In accordance with the Terrorism Insurance Act 2003, this terrorism exclusion does not apply to any loss, damage, liability or expense arising from any eligible terrorism loss arising or connected with any declared terrorist incident to the extent that such incident gives rise to an eligible terrorism loss and this policy (or any relevant part of this policy) is an eligible insurance contract.

For the purposes of this policy the phrases ‘eligible terrorism loss’, ‘eligible insurance contract’ and ‘declared terrorist incident’ shall have the meaning ascribed to them in the Terrorism Insurance Act 2003.

Section Three – General conditions

6 Deductible

Any claim recoverable under this policy will be subject to the deduction of the sum stated in the **Schedule** in respect of **Your** ultimate net loss resulting from any one **Occurrence** .

7 **Dangerous Cargo**

You must act diligently to ensure compliance with all regulations, laws and international conventions relating to the handling and storage of **Dangerous Cargo** .

8 Notification of material change

You must notify **us** in writing as soon as possible of any material change in the risk covered by this policy and pay any additional premium **We** may require.

9 Premium

This policy is in consideration of **Your** payment of the minimum and deposit premium as stated in the **Schedule** . If **Your** actual **Gross charges** for the **Period of insurance** exceed the estimated **Gross charges** on which the deposit premium was based, **You** agree to promptly pay any additional premium calculated by applying the agreed rate to the amount of such excess charges. No deduction will be made from the **Gross charges** in respect of any subcontracted work. **You** agree to keep a complete and accurate record of all **Gross charges** for operations covered by this policy for examination by us or our representatives and **You** further agree to make an annual report of collected and uncollected charges to **us** within 30 days after the expiration of the **Period of insurance** .

10 Rights of subrogation

In the event of a payment made under this policy to **You** or on **Your** behalf, **We** shall be subrogated to all **Your** rights of recovery against any person or organisation. At our request and our expense, **You** shall do all things reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining indemnity from other parties to which **We** are entitled pursuant to this policy.

11 Cross liability

Subject to clause 12 ‘Joint insureds’ where **You** are comprised of more than one party, each of the parties will be considered as a separate legal entity with the words ‘ **You** ’ and ‘ **Your** ’ applying to each party in this same manner as if a separate policy has been issued toeach party, provided that nothing in this

condition will result in an increase in our limit of liability in respect of any **Occurrence** or **Period of insurance** .

12 Joint insureds

Where **You** are comprised of more than one legal entity information supplied to **us** will be deemed to have been furnished by or on behalf of all entities. Any information supplied to **us** or any omission or non-disclosure in relation to any renewal or endorsement of this policy will also be deemed to have been furnished, omitted or withheld on behalf of all entities.

13 Other insurance

Provided it is permitted by law, where two or more insurance policies have either been effected by **You** or effected on **Your** behalf by another party covering the same risk, this policy will only cover the amount of the claim which exceeds the amount recovered under the other policy or policies, up to the limits provided for under this policy.

14 What **You** should do in the event of a claim

When an **Occurrence** happens which may give rise to a claim under this policy, **You** must take reasonable care to prevent or minimise any loss, damage, liability or costs covered by this policy and ensure that all rights against other parties are properly preserved and exercised.

You must

14.1 advise **us** within 30 days of full particulars of every **Occurrence** , circumstance, claim, writ, summons, proceedings, impending prosecution, inquest or the like known to **You** ;

14.2 use **Your** best endeavours to preserve any damaged or defective property which may prove necessary or useful by way of evidence (together with any relevant documentation or records) in connection with any claim and, so far as may be reasonably practicable, no alteration or repair shall be made to any watercraft, **Premises**, machinery, fittings, equipment or plant until **We** have had an opportunity to inspect and have provided our consent;

14.3 retain and preserve from destruction any business documents and records that might foreseeably be connected with potential future claims, of a period for at least seven years;

14.4 not make any admission, offer, promise or payment in connection with any **Occurrence** or claim under this policy without our written consent;

14.5 give to **us** all information and assistance as **We** may reasonably require in the prosecution, defence or settlement of any claim.

15 Claims control

15.1 **We** have full discretion in the conduct of any negotiations or proceedings in connection with any claim.

15.2 **We** are entitled (but not obliged), at our own cost, to control or take over the conduct of the investigation, defence and/or settlement of any claim, suit or proceeding against **You** which is or is likely to be the subject of indemnity under this policy.

16 Claims settlement

In the event of a claim, **We** have the option of settling **Your** loss by either payment, repair, reinstatement or replacement.

16.1 If **You** are liable for GST in respect of any goods, services or other supply which are the subject of a claim under this policy, **We** will pay **You** for that GST liability. However:

16.1.1 where **We** make a payment under this policy for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any input tax credit.

You are, or will be, or would have been, entitled to under A New Tax System (Goods and Services Tax) Act 2016 / Any other local Regulation& its Amendments in relation to that acquisition whether or not the acquisition is actually made;

16.1.2 where **We** make a payment under this policy as compensation for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any input tax credit **You** would have been entitled to under A New Tax System (Goods and Services Tax) Act 2016 / Any other local Regulation& its Amendments had the payment been applied to acquire such goods, services or supply.

17 Assignment

It is agreed that no assignment of this policy or any monetary sum which may be, or may become, payable under this policy is to be binding on or recognised by **us** unless a dated notice of such assignment signed by **You** and by the assignor in the case of subsequent assignment, is endorsed on this policy and the insurance with such endorsement is produced before payment of any claim or return of premium under this policy but nothing in this condition is to have effect as an agreement by **us** to the assignment of this policy in the event of a sale or transfer to a new management.

18 Cancellation

18.1 **You** may cancel this policy at any time during the term, by informing the company.

18.2 **We** can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

We shall
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

19 Law and jurisdiction

This policy is subject to Indian law and jurisdiction.

20. Claim Notification

(a) The **Insured** shall give written notice to the **Insurer** of:

(i) any circumstances that may reasonably be expected to give rise to a Claim;
(ii) any Claim made against the **Insured**,

as soon as practicable and in any case, during the **Period of Insurance**.

(b) Written notice shall be given to the **Insurer** at the address specified in the Schedule as soon as reasonably practicable but not later than 30 days from the end of the **Period of Insurance**

(i) the reasons for anticipating a Claim (or circumstances);
(ii) the **Insurer's** Claim form duly completed;

All other information or documentation relevant to the Claim/circumstance.

21. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
(Applicable to commercial entities only).

Memorandum attaching at inception

1. POLLUTION EXCLUSION

It is hereby agreed and understood that the coverage under Section 1.4 Pollution Liability is deleted in its entirety.

All other terms and conditions remain unchanged.

Notice of **Occurrence** or Claim

Notice of **Occurrence** or Claim shall be given to the Insurers at Registered Address:

ICICI Lombard House
414, P.Balu Marg, Off Veer Sawarkar Marg, near Siddhivinayak Temple,

Prabhadevi Mumbai-400025
customersupport@icicilombard.com

22. Claim Clause/ Settlement of Claim:

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,

Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman,	Odisha.

	62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).

	Email: bimalokpal.mumbai@cioins.co.in	
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, **Insurer's** website www.icicilombard.com or from any of the **Insurer's** offices.