MARINE HULL LOSS OF EARNINGS / HIRE INSURANCE

PART II OF THE POLICY- POLICY WORDINGS

SECTION 1-

a. Loss of Charter Hire insurance including war (ABS 1-10-83 Wording)
b. Loss of Charter Hire Insurance Excluding War (ABS 1/10/83 Wording)
c. Nordic Marine Insurance Plan 2013-Chapter 16
d. Trade Disruption

LOSS OF CHARTER HIRE INSURANCE INCLUDING WAR (ABS 1/10/83 Wording)

This insurance is subject to English law and practice

1. If in consequence of any of the following events:

a) Loss, damage or occurrence covered by Institute Time Clauses-Hulls (1/10/83) or Norwegian Hull Form or American Institute Hull Clauses (2nd June 1977) and also loss damage or occurrence covered by Institute War and Strikes Clauses-Hulls (1/10/83) or American Institute Hull War and Strikes Clauses (1/12/77) plus Addenda 1 and 2. (Option of clause to be exercised at inception)

b) Breakdown of machinery, including electrical machinery or boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured, occurring during the period of this insurance the Vessel is prevented from earning hire for a period in excess of ……days in respect of any accident, then this insurance shall pay ……. of the sum hereby insured for each 24 hours after the expiration of the said days during which the Vessel is so prevented from earning hire for not exceeding a further …….. days in respect of any one accident or occurrence (and not exceeding ……. days in all during the currency of this Insurance (irrespective of the expiry date of this insurance)) provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this policy.

IRDA Reg. No. 115 **CIN**: L67200MH2000PLC129408 **UIN:** **IRDAN115RP0023V01200607**
Mailing Address: **Registered Office Address:** **Toll free no** : 1800 2666
601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 — ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 — **Alternate no** : 86552 22666 (chargeable)
customersupport@icicilombard.com — **E-mail** :
Website : www.icicilombard.com

2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the vessel becoming a Total Loss (Actual or Constructive).

3. In all cases where a recovery is obtained from third parties in respect of loss of earnings or demurrage such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.

4. Subject to current Institute Trading Warranties and, in respect of War risks, subject to current London Market War Risk Trading Warranties.

5. Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

6. The expression 'one accident' shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses-Hulls (1/10/83).

7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.

8. It is understood and agreed that if the Vessel is prevented from earning hire on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total the Vessel is off hire shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.

9. Should the Vessel at the expiration of this insurance be at sea or in distress, or at port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata daily premium to her port of destination, but in no event shall such extension affect or postpone the operation of the Institute Notice of Cancellation and Automatic Termination of Cover Clause for War.

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New Linking Road, Malad (West) Near Siddhi Vinayak Temple, Prabhadevi, **E-mail** :
customersupport@icicilombard.com
Mumbai - 400 064 Mumbai 400 025 **Website** : www.icicilombard.com

10. In the event of the Vessel named herein being sold or unchartered, other than by reason of Total or Constructive Total Loss of Vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata net monthly premium, provided there are no claims on the Vessel during the currency of the insurance prior to cancellation. In no other event shall there be any return of premium (except as provided under Clause 14.3 below). This clause shall prevail notwithstanding any provisions whether written, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.

11. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause I of this insurance such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.

12. The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.

13. This insurance excludes:

13.1 loss damage liability or expense arising from

13.1.1. any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

13.1.2. the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

13.1.3. requisition or pre-emption

13.1.4. capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the Government or any public or local authority of the country in which the Vessel is owned or registered

13.1.5. arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

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13.1.6. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

13.2 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance

13.3 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

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14.1 Cover hereunder in respect of the risks of war, etc., may be cancelled by either the Underwriters or the Assured giving 7 days' notice (such cancellation becoming effective on the of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

14.2 Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of War, etc., shall TERMINATE AUTOMATICALLY

14.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 13.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

14.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

14.2.3 in the event of the Vessel being requisitioned, either for title or use.

14.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 14, pro rata net return of premium shall be payable to the Assured.

15 Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

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New Linking Road, Malad (West) Near Siddhi Vinayak Temple, Prabhadevi, **E-mail** :
customersupport@icicilombard.com
Mumbai - 400 064 Mumbai 400 025 **Website** : www.icicilombard.com

LOSS OF CHARTER HIRE INSURANCE EXCLUDING WAR
(ABS 1/10/83 Wording)

This insurance is subject to English law and practice

1. If in consequence of any of the following events:

a) loss, damage or occurrence covered by Institute Time Clauses- Hulls (1/10/83) or Norwegian Hull Form or American Institute Hull, Clauses (2nd June 1977): (Option of clause to be exercised at inception)

b) breakdown of machinery, including electrical machinery of boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured; occurring during the period of this insurance the Vessel is prevented from earning hire for a period in excess of .....days in respect of any accident, then this insurance shall pay .....of the sum hereby insured for each 24 hours after the expiration of the said days during which the Vessel is so prevented from earning hire for not exceeding a further ... days in respect of any one accident or occurrence (and not exceeding ....., days in all during the currency of this Insurance (irrespective of the expiry date of this insurance)), provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this insurance.

2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the vessel becoming a Total Loss (Actual or Constructive).

3. In all cases where a recovery is obtained from third parties in respect of loss of earnings or demurrage such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.

4. Subject to current Institute Trading Warranties.

5. Held covered in case of any breach of warranty as to cargo, trade, locality towage, salvage services or dale of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

6. The expression 'one accident shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses- Hulls (1/10/83).

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7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.

8. It is understood and agreed that if the Vessel is prevented from earning hire on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total time that the Vessel is off hire shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.

9. Should the Vessel at the expiration of this insurance be at sea or in distress, or at port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata daily premium to her port of destination.

10. In the event of the Vessel named herein being sold or unchartered, other than by reason of Total or Constructive Total Loss of Vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata nett monthly premium, provided there are no claims on the Vessel during the currency of the insurance prior to cancellation. In no other event shall there be any return of premium.
    This clause shall prevail notwithstanding any provisions whether written, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.

11. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is sea such automatic termination shall be deferred until arrival at her next port. However, where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause I of this insurance on which would be covered by an insurance of the Vessel subject to current institute War and Strikes Clauses Hulls- Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.

12. The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.

13. In no case shall this insurance coyer loss damage liability or expense caused by:

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

13.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

13.3 derelict mines torpedoes bombs of other derelict weapons of war.

14. In no case shall this insurance cover loss damage liability or expense caused by

14.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

14.2. any terrorist or any person acting from a political motive.

15. In no case shall this insurance cover loss damage liability or expense arising from 15.1 the detonation of an explosive

15.2 any weapon of war and caused by any person acting maliciously or from a political motive.

16. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

NORDIC MARINE INSURANCE PLAN 2013

Chapter 16

LOSS-OF-HIRE INSURANCE

Clause 16-1. Main rules regarding the liability of the insurer

The insurance covers loss due to the ship being wholly or partially deprived of income as a consequence of damage to the ship which is recoverable under the conditions of the Plan, or which would have been recoverable if no deductible had been agreed, see Cl. 12-18. If the hull insurance has been effected on conditions other than those of the Plan, and these conditions have been accepted in writing by the insurer, the rules in Chapters 10 - 12 of the Plan shall be replaced by the corresponding conditions of the insurance concerned when assessing whether the damage is recoverable.

The insurance also covers loss due to the ship being wholly or partially deprived of income:

(a) because it has stranded,

(b) because it is prevented by physical obstruction (other than ice) from leaving a port or a similar limited area, or

(c) as a consequence of measures taken to salvage or remove damaged cargo, or

(d) as a consequence of an event that is allowed in general average pursuant to the 1994 York-Antwerp Rules.

Clause 16-2. Total loss

The insurer shall not be liable for loss of time resulting from a casualty which gives the assured the right to compensation for total loss under Chapter 11 of the Plan or under the corresponding conditions in the hull insurance that applies to the ship pursuant to Cl. 16-1, sub-clause 1, second sentence.

Clause 16-3. Main rule for calculating compensation

Compensation shall be determined on the basis of the time during which the ship has been deprived

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of income (loss of time) and the loss of income per day (the daily amount). Loss of time that occurred prior to the events described in Cl. 16-1 shall not be recoverable.

Clause 16-4. Calculation of the loss of time

Loss of time shall be stipulated in days, hours and minutes. A period of time during which the ship has only partially been deprived of income shall be converted into a corresponding period of total loss of income. The insurer's liability for loss of time resulting from any one casualty, and for the total loss of time resulting from all casualties occurring during the insurance period, shall be limited to the sum insured per day multiplied by the number of days of indemnity per casualty and altogether stated in the policy.

Clause 16-5. The daily amount

The assured's loss of income per day (the daily amount) shall be fixed at the equivalent of the amount of freight per day under the current contract of affreightment less such expenses as the assured saves or ought to have saved due to the ship being out of regular employment.

If the ship is unchartered, the daily amount shall be calculated on the basis of average freight rates for ships of the type and size concerned during the period in which the ship is deprived of income.

Clause 16-6. Assessed daily amount

If it is stated in the policy that loss of time shall be compensated for by a fixed amount per day, this amount shall be regarded as an assessed daily amount unless the circumstances clearly indicate otherwise.

Clause 16-7. Deductible period

Each casualty shall be subject to a deductible period which shall run from the commencement of the loss of time and last until the loss of time, calculated in accordance with the rule in Cl. 16-4, sub-clause 1, second sentence, is equivalent to the deductible period stated in the policy. Loss of time in the deductible period is not recoverable.

Damage caused by heavy weather or navigating in ice which has occurred during the period between departure from one port and arrival at the next one shall be regarded as one casualty.

If a separate deductible period for damage to machinery has been agreed on, Cl. 12-16 shall apply correspondingly.

Clause 16-8. Survey of damage

The provisions of Cl. 12-10 shall apply correspondingly to this insurance.

Clause 16-9. Choice of repair yard

The insurer may require that tenders for repairs be obtained from repair yards of his choice. If the assured does not obtain such tenders the insurer may do so. If, due to special circumstances, the assured has reasonable grounds to object to the repairs being carried out by one of the repair yards that has submitted a tender, he may require that the tender from that yard be disregarded.

The assured shall decide which yard is to be used. However, the liability of the insurer shall be limited to the loss of time under the tender that would have resulted in the least loss of time among the tenders for which the assured would have been able to claim compensation under the hull insurance. If the assured chooses this repair yard, the claim shall be settled on the basis of the actual time lost, even if this is greater than that specified in the tender. If the hull insurance has been effected on conditions other than those of the Plan, and these conditions have been accepted in writing by the insurer, the liability of the insurer shall be limited to the loss of time under the tender that would have resulted in the least loss of time plus half of any additional loss of time that may occur.

Clause 16-10. Removal to the repair yard, etc.

Loss of time during removal to the repair yard shall be attributed to the category of repairs that necessitated the removal. If removal to the repair yard was necessary for more than one category of repairs, the removal time shall be apportioned in accordance with the time that each category of work would have required if carried out separately. Removal time that falls within the deductible period shall not be apportioned. The rules of sub-clauses 1 and 2 shall also apply to loss of time during surveys,

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Website : www.icicilombard.com

while obtaining tenders, during tank cleaning, while waiting to commence repairs or due to other similar measures that were necessary in order to carry out the repairs.

Clause 16-11. Extra costs incurred in order to save time

The insurer shall be liable for extra costs incurred in connection with temporary repairs and in connection with extraordinary measures taken in order to avert or minimise loss of time covered by the insurance, insofar as such extra costs are not recoverable from the hull insurer. If the hull insurance has been effected on conditions other than those of the Plan, and these conditions have been accepted in writing by the insurer, the rules of Cl. 16-1, sub-clause 1, second sentence, shall apply.

The insurer shall not, however, be liable for such costs in excess of the amount he would have had to pay if such measures had not been taken. If time is saved for the assured, he shall bear a share of the extra costs that is proportionate to the time saved for his account.

Clause 16-12. Simultaneous repairs

If repairs covered under this insurance are carried out simultaneously with work which is not covered under any loss-of-hire insurance, but which:

(a) is carried out to fulfil classification requirements, or

(b) is necessary to enable the ship to meet technical and operational safety requirements or perform its contractual obligations, or

(c) is related to the reconstruction of the ship,

the insurer shall pay compensation for half of the time common to both categories of repair in excess of the deductible period. If repairs resulting from two casualties, both of which are covered under this insurance, are carried out simultaneously, the rule in sub-clause 1 shall apply correspondingly for the time that is within the deductible period of one casualty, but not within the deductible period of the other casualty.

If repairs covered under this insurance and work covered under other lossof-hire insurance are carried out simultaneously, the insurer shall pay compensation for half of the repair time common to both categories of work in excess of the deductible period. This also applies where repairs under the other policy are carried out within the deductible period under this policy.

Furthermore, if work which is not covered under any loss-of-hire insurance but which falls within the scope of sub-clause 1 is carried out simultaneously, the insurer shall only pay compensation for one fourth of the common repair time which exceeds the deductible period.

When applying the rules set out in sub-clauses 1-3, each category of work shall be deemed to have lasted for the number of days the work would have required if the two categories of work had been carried out separately, reckoned from the time the work started. Unless the circumstances clearly indicate another point in time, all categories of work shall be deemed to have started on the ship's arrival at the yard. Any delay which might occur due to several categories of work being carried out simultaneously shall be attributed to all categories in proportion to the number of days each category would have required if carried out separately, reckoned from the time the work started.

Clause 16-13. Loss of time after completion of repairs

After repairs have been completed, the insurer shall only be liable for loss of time:

(a) until the ship can resume the voyage or activity that it was engaged in under the contract of affreightment that was in force at the time of the casualty,

(b) until ships which are employed in liner trade or in another way follow a fixed route or operate in a defined geographical area can resume their activity,

(c) while the ship sails to the first port of loading under a contract of affreightment that was entered into with binding effect prior to the casualty,

(d) until passenger ships can resume their activity, but for a period not exceeding fourteen days.

Cl. 16-10 shall apply correspondingly to loss of time after completion of repairs.

Clause 16-14. Repairs carried out after expiry of the insurance period

The insurer shall not be liable for loss of time resulting from a stay at a repair yard that commences more than two years after expiry of the insurance period.

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Loss of time resulting from a stay at a repair yard which commences after expiry of the insurance period shall be recoverable in accordance with the rules of Cl. 16-5, even if the daily amount is an assessed amount pursuant to Cl. 16-6, if this results in lower compensation.

Clause 16-15. Liability of the insurer when the ship is transferred to a new owner

When damage to the ship is repaired in connection with a transfer of ownership, the insurer shall not be liable for time that would in any event have been lost in connection with the said transfer. If the transfer has to be postponed due to repairs covered by this insurance, the insurer shall be liable for the assured's loss of interest in accordance with the rules of Cl. 5-4, even though the ship would not have earned income during the postponement.

The insurer's liability pursuant to sub-clause 1 shall not exceed the compensation calculated on the basis of the sum insured per day and:

(a) the period of time by which the transfer was postponed, or

(b) the time it must be estimated that the buyer will take to repair the ship, less the agreed deductible period. The deductible period is calculated in consecutive days even if the loss of interest differs from the sum insured per day. No compensation may be claimed under Cl. 16-13 in these cases.

The assured's claim against the insurer may not be transferred to a new owner.

Clause 16-16. Relationship to other insurances and general average

The rules as to subrogation in Cl. 5-13 of the Plan shall apply correspondingly to:

(a) the assured's right to claim compensation for loss of time and operating costs during removal to a repair yard under Cl. 12-11 or Cl. 12-13 of the Plan, or equivalent provisions in other conditions applicable to the ship's hull insurance, and

(b) any right the assured might otherwise have to claim compensation for the loss from another insurer or in general average

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TRADE DISRUPTION WORDINGS

1. INSURING CLAUSE

In consideration of the Premium payable under this policy, and subject to the terms, Conditions, Definitions, Exclusions, limits of liability and Warranties contained herein, insurers agree to indemnify the Insured for its provable and ascertainable Net Loss resulting from the occurrence of an Insured Event hereunder.

2. INSURED INTERESTS

2.1 The Insured's Net Loss under the Insured Contract(s) following an Insured Event as hereinafter defined.

3. DEFINITIONS

3.1 NET LOSS means and will be assessed as contractual obligation to pay Hire as per clause 52.1 of the Insured Contract following the occurrence of an Insured Event but always less any recoveries/ payments from third parties or any amounts received by the Assured through sub-chartering of the vessel(s) following an Insured Event which prevents or prohibits;

i) Loading the (s) or providing for loading at;
Or
ii) From discharging the from the at or Terminals;
Or
iii) From transporting gas by reduction in the gas throughput of the Main Trunk Line or any segment thereof

The premium paid under this policy shall not be included in the calculation of loss in respect of the above.

3.2. VESSEL(S) mean the () (s) as described in the Schedule and which are the subject of the Insured Contract.

3.3. INSURED CONTRACT means the Time Charter Agreement as defined in the Schedule

3.4. INTENDED DELIVERY ROUTE means the point at which leaves the storage tanks at Terminal for direct loading of at terminal, State of to safe arrival of at or , India port storage facilities.

3.5. INSURED EVENT means the occurrence beyond the control of the Insured and within the Policy Period of any of the following events listed in this clause 3.5 affecting the Intended Delivery Route which results in the Assured giving notice to the Owners (as required under 52.4 of the Insured Contract) of the occurrence of a Force Majeure event.

3.5.1 Physical loss or damage to the facilities at , , or terminals directly caused by an event recoverable or which would be recoverable under War Direct Physical Damage Wording LSW667 as attached whether or not such a policy is in place and/or War (except as hereinafter excluded), Civil War, Insurrection, Revolution and/or Rebellion, as defined herein, which means the performance of the Insured Contract is prevented or frustrated.

3.5.2 Physical loss or damage to facilities at, or terminals directly caused by an event recoverable or which would be recoverable under Riots and/or Strikes and/or Civil Commotions and/or Malicious Damage

ICICI Lombard General Insurance Company Limited
Marine Hull Loss Of Earning/Hire Insurance

IRDA Reg. No. 115 | **CIN**: L67200MH2000PLC129408 | **UIN:** IRDAN115RP0023V01200607
Mailing Address: 601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 | **Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 | **Toll free no** : 1800 2666 | **Alternate no** : 86552 22666 (chargeable) | **E-mail** : customersupport@icicilombard.com | **Website** : www.icicilombard.com

Wording LP0437 as attached whether or not such a policy is in place and/or Riots and/or Strikes and/or Civil Commotion and/or Malicious Damage, as defined herein, which means the performance of the Insured Contract is prevented or frustrated.

3.5.3 Third party country blockade (or quarantine) which means the politically motivated use of military force, or the direct threat thereof, of one or more third party sovereign nations, such actions preventing the Insured or,

3.5.3.1 exercising their fundamental rights with respect to the export/import of the,

3.5.3.2 disposing of or, in the case of forced divestiture, retaining title to the,

3.5.3.3 exercising control over the use of the for their intended purpose or removing them from the appropriate countries;

3.5.4 Confiscation, seizure, appropriation, expropriation, nationalisation, requisition for title or use or wilful destruction of the Vessel(s) and/or nationalisation of the assets of the Assured or assets of their suppliers by or under the order of the government (whether civil, military or facto) of the Assured's Country and/or by the government and/or public authority of any of the Foreign Countries as per Schedule with such acts directly affecting the Insured's ability to perform its obligations under the Insured Contract;

3.5.5 Deprivation which means the Assured being deprived of the use or service of the, Vessel(s) by reason of the Assured and/or its agents being unable to obtain an export or import licence from the appropriate authority in the Assured's Country and/or the Foreign Country and thus being unable to import and export the; always provided that at inception of this policy, any permits necessary to export the Goods from such Foreign Country(ies) were obtainable. For the purposes of this coverage the loss shall be deemed to have occurred during the policy Period provided that the Underwriters have been advised before the expiry of the policy of the Assured's inability to import or export.

3.5.6 Embargo or Licence Imposition which means the imposition of (or the official and public announcement of) a requirement for an import, export or operation licence and/or an embargo by the government of the Assured's country or by the government of any scheduled Foreign Country(ies) by any statute, executive order, regulation, administrative act, judicial order or other governmental action, which directly affects the Assured's ability to perform its obligations under the Insured Contract(s), prevents the Assured or from importing/ exporting and/or exercising their fundamental rights with respect to the import/export of ; always provided that such event has not been provoked by any act or omission of the Assured and in any case excluding absolutely any loss arising from the implementation and/or imposition of, and/or any changes in the level of any quotas, taxes and/or tariffs and/or any disputes, negotiations or regulation over the pricing of .

3.6 PERIOD OF INDEMNITY means 335 consecutive days and commencing with the date of occurrence of an Insured Event and not limited by the date of the expiration of this policy. In any event the indemnity hereunder shall cease upon the termination of the Insured Contract.

3.7 CIVIL WAR shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

3.8 CIVIL COMMOTION shall mean the same as Riots as defined in this Policy.

3.9 INSURRECTION, REVOLUTION AND REBELLION shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

3.10 MALICIOUS DAMAGE shall mean all physical loss or physical damage resulting directly from a malicious act by anyone during a disturbance of the public peace where such malicious act is perpetrated by known or unknown person(s).

3.11 RIOTS shall mean any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

3.12 STRIKES shall mean any wilful act of any striker or locked-out worker in the furtherance of a strike or in resistance to a lock-out or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

3.13 WAR shall mean a contest by force between two or more sovereign nations, carried on for any purpose, armed conflict of sovereign powers and/or declared or undeclared and open hostilities between sovereign nations

4. GENERAL CONDITIONS

4.1. This is a policy of indemnity and, for that reason, it is noted and agreed that no recovery hereunder shall exceed the actual financial loss sustained by the Assured.

4.2. The Assured shall use due diligence in fulfilling all its obligations in connection with the Insured Contract and shall do and concur in doing all things reasonably practicable to avoid or diminish any loss insured hereunder. Such due diligence shall include the sub charter, where possible, of the Vessel(s) to any alternative source.

4.3. Upon the discovery of any event likely to give rise to a claim under this policy, the Assured shall immediately give notice thereof to the Insurers hereon.

4.4. In any claim and/or any action, suit, or proceeding to enforce a claim for loss hereunder, the burden of proving that the loss is recoverable under this policy, that no Warranty or Condition has been breached, and that no exclusion applies shall fall upon the Insured.

4.5. This policy is subject to the law & jurisdiction of India.

4.6. The Assured under this policy shall, at the request and at the expense of the Insurers, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Assured's indemnification by the Insurers.

4.7. After payment of a claim, all subsequent salvage and recoveries in respect of the Insured loss made by the Assured shall inure to the benefit of Insurer except to the extent of any amount of loss which would have been recoverable hereunder but for the limit contained herein, the Assured being entitled to redeem such amount prior to paying any sums received in the nature of salvage, proceeds of alternative sales and other recoveries to Insurers. The assured hereby acknowledges that with the

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above exception the Insured holds such sums recovered in trust for Insurers and that they will pay all sums so received to Insurers upon receipt by them and/or by any person on their behalf.

4.8. The Assured shall bear the Hire during the Excess Period at their own risk and uninsured.

5. EXCLUSIONS

THIS TRADE DISRUPTION DOES NOT COVER:

5.1. any loss arising from any legal and/or contractual liability of the Assured to any supplier, manufacturer or end buyer of the, whether or not such liability arises from the occurrence of an Insured Event;

5.2. any loss which is insured by or would, but for the existence of this Policy, be insured by any other existing policy or policies specifically the Assured's cargo policy and/or any business interruption policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected;

5.3. any loss, or that part of any loss, arising from improper, inadequate or defective handling, loading or stowage of the by any supplier or its servants;

5.4. any loss arising from rejection or condemnation of the by the government of the country of import or their agencies or departments;

5.5. any loss arising from or contributed to in any way by any wrongful act of the manufacturer or buyer of the;

5.6. any loss arising from incorrect instructions given by, and/or faulty arrangements or clerical errors made by, and/or any other negligent act, error or omission of any freight forwarder;

5.7. any loss arising from insolvency or financial default of any party whatsoever;

5.8. any loss arising from or contributed to in any way by fraud and/or any breach of the law and/or any regulations, including customs and/or quarantine regulations, whether by omission or commission;

5.9. in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

5.9.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,

5.9.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

5.9.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

5.9.4. 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.

5.9.5. any chemical, biological, bio-chemical or electromagnetic weapon;

5.10. Any loss arising from or connected with the absence, shortage, lockout or withholding of labour.

5.11. In respect of sections 3.5.1. and 3.5.2. only;
Any loss arising from war (whether before or after the outbreak of hostilities) between any of the following five powers: China, France, Great Britain, The Russian Federation and the United States of America.

5.12. In respect of sections 3.5.3. to 3.5.6. only;
Any loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law.

5.13. Any loss arising from any failure of the Assured to obtain all necessary permits and authorisations

5.14. Any loss arising from contraband or illegal trade except as covered under 3.5.6;

5.15. Any loss arising from material default by the Assured (or any agent, sub or co-contractor of the Assured) in the performance of its obligations under the Insured Contract except where such material default arises from the occurrence of an Insured Event.

5.16. Any loss arising out of disputes concerning the Insured Contract between the Assured and the Owner of the Vessel(s) until resolved in accordance with the dispute settling provisions of the Insured Contract or otherwise to the satisfaction of Leading Underwriters hereon.

5.17.

5.17.1 Subject only to clause

5.17.2 below in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

5.17.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 5.17.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

5.18. Any loss due to the shortage in production of for whatever reason other than as otherwise provided for herein.

6. WARRANTIES

6.1. Warranted that at inception hereof the Assured has no knowledge or information of any matter, fact or circumstance which is likely to give rise to a loss hereunder.

6.2. Warranted that the Assured does not disclose the existence of this policy to any third party except the Owners without prior approval of the Insurers and other than its professional, financial and legal advisers.

6.3. Warranted that the Assured observes and complies with any laws and regulations of the scheduled Foreign Country(ies) of which it should reasonably have been aware.

6.4. Warranted that the Assured will advise Insurers hereon of any material changes to any Information supplied by the Assured (or its agent or representative) to said Insurers prior to or subsequent to the inception of this policy. Any failure of the Assured to advise such material changes prior to the occurrence of an Insured Event may serve (at the sole decision of Insurers hereon) to reduce or prevent recovery for any claim hereunder.

BUNKERS CLAUSE:

Coverage hereunder is extended to include the cost of fuel oil used and/or lost by an Insured Vessel during a Hijacking and until the vessel has returned to the location of hijacking or equivalent.

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Mumbai - 400 064 Mumbai 400 025 **Website** : www.icicilombard.com

DEVIATION LOSSES AND EXPENSES CLAUSE

In accordance with Charterhire Agreement, coverage is extended hereon to cover additional Charterhire payable in the event of deviation of a vessel subject to the following terms and conditions:

Causes of Loss:
The Vessel is insured if the Deviation which causes the Loss or Expense is:

1) Caused by war, warlike operations, civil war, revolution, rebellion, insurrection, civil strife, any hostile act by or against a belligerent power, or by conditions brought about as a result of any of the foregoing;

2) Caused by compliance with any order, prohibition, or direction:
a. The object of which is to avoid any loss, damage or expense arising from a cause specified in Clause 1 above and
b. Which is made or imposed by
i. Underwriters
ii. Any Government department or military authority of a country in which
iii. the ship is owned, managed or registered; or
iv. Any Government department or military authority of a country having the right or de facto power to do so.
3) In the opinion of Underwriters, caused, instigated, incited or encouraged in furtherance of the political aims of any Government, by:
a. That Government or any department or agency thereof;
b. Any person acting or purporting to act on behalf of such Government, department or agency;
c. The armed forces of that Government;
4) Caused by any group of persons which in pursuit of its political aims maintains an armed force;
5) Caused by terrorists, pirates, bandits or rioters;

Exclusions:
A vessel shall not be entitled to any recovery from Underwriters in respect of deviation of an Insured Vessel when such deviation is caused directly or indirectly by:

6) Strikes, lockouts, industrial action or labour disturbances;
7) The action or activity of strikers, locked-out workmen or persons taking part in industrial action or labour disturbances;
8) Action taken to avoid loss of or damage to or financial or other loss in connection with an insured Vessel caused by any of the events or persons referred to in Clauses 6 and 7 above
9) A Vessel shall not be entitled to any recovery from Underwriters in respect of a period during which the insured Vessel is:
a. Delayed solely by the failure of the Owner, his servant or agents to give or comply with instructions for the disposal, repair or movement of the ship, or

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b. Awaiting or undergoing repairs, irrespective of whether such instructions or repairs are necessitated by damage caused to the ship by any of the risks specified in the Hull, Machinery and Freight Clauses or any reason whatsoever.

10) A Vessel is not insured in respect of any period subsequent to the date when the insurance of that ship by Underwriters has expired or, in accordance with the Clauses, has terminated, ceased or been cancelled.

Amounts Recoverable:
The amounts recoverable by an insured Vessel insured under this part are as follows:

11) In the case of deviation of a ship the amount insured being applied pro rata to the length of time by (subject to the Exclusions hereunder) which the voyage of the ship is prolonged as a consequence of the diversion

12) In addition to any amounts recoverable under Clause 11, port charges (including agency fees, pilotage, tug hire, taxi and boat hire, handling, wharfage and port dues) which have been incurred as a result of the deviation but reduced by a sum equivalent to any port charges which would have been incurred in the normal course of the voyage and which have been saved.

Coverage hereon subject to a maximum aggregate limit of USD per annum.
INSTITUTE NOTICE OF CANCELLATION, AUTOMATIC TERMINATION OF COVER AND WAR AND NUCLEAR EXCLUSIONS CLAUSE - HULLS, ETC.
This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. **Cancellation**
Cover hereunder in respect of the risks of war, etc. may be cancelled by either the Underwriters or the Assured giving 7 days' notice (such cancelation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

2. **Automatic Termination of Cover**
Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc. shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

3. **Five Powers War and Nuclear Exclusions**
This insurance excludes

3.1 loss damage liability or expense arising from

3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following:

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United Kingdom, United States of America, France the Russian Federation, the People's Republic of China;

3.1.2 requisition either for title or use.

3.2 loss damage liability or expense directly or indirectly caused by or arising from

3.2.1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

3.2.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

3.2.3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Law and Practice

This clause is subject to English law and practice.

Cover in respect of the risks of war, etc. shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

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DEVIATION CLAUSE

In the event of any deviation from the voyages declared during, in or through an Excluded area cover shall remain in full force. Notice of the deviation shall be given to Underwriters as soon as is practicable with any additional premium to be agreed. The absence of prior notice shall not affect the cover under this insurance.

ERRORS & OMISSIONS CLAUSE:

Assured shall not be prejudiced by an unintentional delay or omission in the reporting hereunder or any unintentional error in the description of the Vessel, voyage or any other declaration information; if notice be given to Insurers as soon as practicable after said facts become known to the Assured and deficiency of premium if any, made good.

VESSEL SEIZURE CLAUSE:

In the event the vessel is hijacked during the period of this policy, cover shall remain in full force for the duration of the hijacking.

NAVIGATION LIMITATIONS FOR HULL WAR, STRIKES, TERRORISM AND RELATED PERILS ENDORSEMENT (JW2005/001A)

1. NAVIGATION PROVISIONS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 2, the vessel or craft insured hereunder shall not enter sail for or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the current List of Areas of Perceived Enhanced Risk (listed areas) as may be published from time to time in London by the Joint War Committee.

2. BREACH OF NAVIGATION PROVISIONS

a) If the Insured wishes to secure continuation of coverage under this insurance for a voyage which would otherwise breach Clause 1, it shall give notice to Underwriters and shall only undertake such voyage if it agrees with the Underwriters any amended terms of cover and any additional premium which may be required by the Underwriters

b) In the event of any breach of any of the provisions of Clause 1, the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance during the period of breach, unless notice of such breach is given to the Underwriters as soon as practicable and any amended terms of cover and any additional premium required by them are agreed.

c) The absence of prior notice shall not affect the cover under this insurance but it is a condition of this insurance that the Insured is bound to declare to the Underwriters all breaches of the provisions of Clause 1.

d) If Clause 2(c) is deleted, continuation of coverage under this insurance is conditional upon notice to the Underwriters being given prior to the vessel or craft entering the listed areas.

3. REVISIONS TO LIST OF AREAS OF PERCEIVED ENHANCED RISK

a) In the event that revisions to the List of Areas of Perceived Enhanced Risk are published by the Joint War Committee, these revisions shall not take effect for the purposes of Clause 1 and Clause 2 hereof unless the Underwriters shall have given 7 days' notice of cancellation to the Insured for amendment of the listed areas.

b) If a vessel or craft remains in the territorial waters of a Country or place after such Country or place has been added to the listed areas under Clause 3(a), the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance after expiry of that 7 day period unless notice is given to the Underwriters before the end of that 7 day period and any amended terms of cover and any additional premium required by them are agreed before the expiry of this period.

JW2005/001A
20 June 2005

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Violent Theft, Piracy and Barratry Extension - for use with the Institute War & Strikes Clauses Hulls - Time 1/10/83

Where the war and strikes insurance of the vessel is written on terms which include the Institute War & Strikes Clauses Hulls - Time 1/10/83, the said clauses are hereby amended as follows:

Three new clauses shall be inserted after clause 1.6 as follows:

1.7 violent theft by persons from outside the Vessel

1.8 piracy

1.9 barratry of Master Officers or Crew"

1 Clause 4.1.7 shall be deleted

2 Clause 4.2 shall be deleted and replaced by the following: "loss damage liability or expense covered by the Institute Time Clauses Hulls Time 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof, as amended by the violent theft, piracy and barratry exclusion clause JH2005/046,"

3. A new clause 4(a) shall be inserted after clause 4 as follows: "4(a) No claim arising from a peril insured against under clause 1.7 or clause 1.8 above shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including any associated sue and labour, general average and salvage or collision liability claims) exceeds the deductible amount agreed (if any) in which case this sum shall be deducted. This clause 4(a) shall not apply to a claim for total or constructive total loss of the vessel or, in the event of such a claim, to any associated sue and labour claim arising from the same accident or occurrence."

JW2005/002
17th October 2005

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JHC COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.

2.

2.1 "Communicable Disease Loss" shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

a) a Communicable Disease, and/or

b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or

c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or

d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.

2.3 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.

2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1(c) above.

3. "Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

3.1 the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and

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3.3 the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

4.

4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.

4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.

4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.

5. Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

JH2020–007A

20th November 2020

ICICI Lombard General Insurance Company Limited
Marine Hull Loss Of Earning/Hire Insurance

IRDA Reg. No. 115 | **CIN**: L67200MH2000PLC129408 | **UIN:** IRDAN115RP0023V01200607
Mailing Address: | **Registered Office Address:** | **Toll free no** : 1800 2666
601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 | ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 | **Alternate no** : 86552 22666 (chargeable)
E-mail : customersupport@icicilombard.com
Website : www.icicilombard.com

HULL WAR, STRIKES, TERRORISM AND RELATED PERILS NOTICE OF CANCELLATION ADMINISTRATION CLAUSE

Where Underwriters wish to give notice of cancellation (herein "Notice") for the purpose of amending the Listed Areas, it is agreed as follows:

1. The Notice shall be given by e-mail by the Leading Underwriter only to the Insured's broker on behalf of all Underwriters subscribing to this insurance.
2. The Notice shall identify the policy (by number / Unique Market Reference [UMR], principal Assured, and Interest insured) to which the Notice applies.
3. The Notice shall be 7 days but where the circumstances involve one of the five powers (China, France, Russia, United Kingdom, United States), the Notice shall be 72 hours.
4. The period of Notice shall commence one working day from midnight on the day of issue to enable the broker to transmit the Notice to the Assured(s), mortgagee(s) and other parties to whom the broker has an obligation to transmit the Notice.

4.1 where the insurance covers both (a) War Risks and (b) marine and/or other non-war risks, the Notice shall only apply to the cover for War Risks;

4.2 the insurances will be considered as automatically reinstated upon expiry of the Notice, subject to the terms of coverage of the Listed Areas being amended in line with the changes outlined in the Notice;

4.3 in the absence of notice in writing having been received from the Assured to the Leading Underwriter prior to the expiry of the Notice,

(i) the Assured shall be deemed to have agreed to such amendment of the Listed Areas,

(ii) the coverage will be automatically reinstated upon expiry of the Notice subject to such amendment of the coverage in respect of the Listed Areas, and

(iii) such amendment shall be deemed to have been endorsed upon and form part of the insurance;

4.4 where the listed areas applying to this insurance prior to the Notice have been the subject of any deletion amendment limitation or restriction, such deletion amendment limitation or restriction (a) shall continue to apply mutatis mutandis to the new Listed Areas, but (b) shall not apply to any port(s) and/or place(s) and/or area added in consequence of the Notice;

4.5 should the insurance already be subject to navigation limitations so limiting the area of trading that any port(s) and/or place(s) and/or area to be added in consequence of the Notice would not in any case have been a permitted port(s) of call or area of trading, the insurance shall not be subject to the Notice.

5. If this clause is endorsed upon any reinsurance, the terms "Assured" and "insurance" shall be deemed to be amended to read "Reassured" and "reinsurance" respectively.

JW2022/007A
18th March 2022

CONTROL CLAUSE:

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurer's liability under this Reinsurance that: -

a. The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.
b. The Reinsured shall furnish Reinsurer(s) with all information known to the Reinsured in respect of claims or possible claims notified in accordance with (a) above & shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
c. Reinsurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all Investigations, adjustments and settlements in connection with any claim notified to Reinsurer(s) as aforesaid.
d. The Reinsured shall co-operate with Reinsurer(s) and any other person or persons designated by the Reinsurer(s) in the Investigation, adjustment and settlement of such claim
e. No settlement and/or compromise shall be made and no liability admitted by the insured without the prior written approval of Reinsurer(s)

1/1/97

NMA2738 - amended

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this policy that the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this policy, furnish the Reinsuring Underwriters with all information available respecting such loss or losses and the Reinsuring Underwriters shall have the right to appoint adjusters, assessors and/or surveyors and/or control all negotiations, adjustments and settlements in connection with such loss or losses.

LSW 783

Compulsory Notice

The insured shall notify the Insurer as promptly as is reasonably practicable:

a. Upon being advised of any acts, threats or any other circumstances that could cause a loss under the policy. and

b. Following receipt of any claim for compensation brought by the insured under this policy; And shall also keep the Insurer informed as to all relevant developments as soon as is reasonably practicable.

Actions following Compulsory Notice Submission

It is a condition precedent to liability under this policy that following submission of any compulsory notice in accordance with "Compulsory Notice" above the insured shall :

a) Pass on all relevant information and any subsequent updates that may follow to the insurer with regards to the given situation as soon as is reasonably practicable; and

b) Follow the sole judgement and decision of the reinsurers hereunder as to determining whether a claim is valid and payable under the policy as a result of an insured event as defined thereunder and that occurred during the term of the policy; and

c) Follow the sole judgement and decision of the reinsurers hereunder as to determining the quantum of any valid claim under the policy in accordance with "computation of Loss" below; and

d) Faithfully communicate any judgement and decision with regard to claim validity and quantum in accordance with point (b) and (c) of "Action following Compulsory Notice Submission", to the Insured under the policy.

e) Agree to act as the faithful representative of the reinsurers/insurer at all times in all further claim, paid loss and recovery discussions.

COMPUTATION OF LOSS:

The Insurer shall have the right at any point of time to appoint : loss adjusters , loss investigators, lawyers or any other representatives to act on their behalf and control all investigations with regard to determining the validity and/or quantum of any claim under the policy and/or this insurance.

It is a condition precedent to liability under this insurance that no compromise shall me made and no liability admitted under the policy without the prior and express written approval of the reinsurers.

For the avoidance of doubt no claim shall be agreed until the last day of the excess period.

It is also explicitly agreed and understood that the insurer shall not be responsible for any financial or other consequential loss of any nature to the insured , its agents or any other third party claiming under this policy of insurance, whether such loss is related to the technical, commercial, political, trading risk or otherwise arising out of the interpretation of this provision or to which may be attributed to any of the parties hereto, including without limitation all effect of changes in relative currency values.

Recoveries:

Following payment of a claim, the insurer is automatically subrogated to all rights of recovery available under the policy and the Insured shall do nothing to prejudice these rights.

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WAR DIRECT PHYSICAL DAMAGE WORDING

1. INSURING CLAUSE

In consideration of the payment of the premium and subject to the exclusions, definitions, warranties and conditions contained herein, this Policy will indemnify the Assured in the manner and proportion set forth herein against physical damage to or physical destruction of Property during the Policy Period in a Country of Risk directly caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power.

The Underwriters' liability hereunder in respect of all such physical damage to or physical destruction of Property during the Policy Period shall not exceed the Policy Limit.

2. DEFINITIONS

a) Policy Limit - means the maximum total liability of the Underwriters hereunder during the Policy Period as specified in Section 7 of the Schedule attached hereto.

b) Assured's Country - means the Country of the principal place of business or residence of the Assured as specified in Section 10 of the Schedule attached hereto.

c) Country(ies) of Risk - means each country specified in Section 6 of the Schedule attached hereto in which the Property is located.

d) Policy Period - means the period specified in the Section 4 of the Schedule attached hereto.

e) Property - means each item of real and personal property located in the Country(ies) of Risk and listed in Section 7 of the Schedule attached hereto.

3. INDEMNITY

Subject to the Policy Limit, the measure of indemnity for:

a) total physical destruction of any item of the Property listed in Section 7 of the Schedule attached hereto shall be the value of the Property as declared therein,

b) repaired physical damage to the Property shall be the reasonable cost of repairs or reinstatement to pre-loss condition not exceeding the value of the Property as declared in Section 7 of the Schedule attached hereto,

c) unrepaired physical damage to the Property shall be the reasonable depreciation in the market value of the Property at the time the proof of loss is rendered arising from such unrepaired damage, but not exceeding the lesser of the reasonable cost of repairs or reinstatement of the unrepaired damages, or the value of the Property as declared in Section 7 of the Schedule attached hereto less any amount paid or payable under Clause 3.2 above in respect of repairs or reinstatements carried out to the Property,

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d) physical destruction of or damage to film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing shall be the cost of such media in unexposed or blank form,

e) physical destruction of or damage to accounts, bills, deeds, bonds, securities, title documents and any other documents (other than those in clause 3.4 herein) shall be the cost of blank materials plus the cost of labour incurred by the Assured for transcribing, copying or reissuing such records.

The total of all indemnity payable under this Policy shall not exceed the Policy Limit.

In the event of total physical destruction of any item of Property listed in Section 7 of the Schedule attached hereto, cover under this Policy in respect of that item shall thereupon cease.

4. DEDUCTIBLE

No claim arising from a peril insured against shall be payable under this Policy unless the aggregate of all such claims arising out of each event exceeds the deductible amount in Section 9 of the Schedule in which case this sum shall be deducted.

5. EXCLUSIONS

In no case shall this Policy cover loss, damage, liability or expense:

a) directly or indirectly caused by or contributed to by or arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China

b) arising from strikes, riots and civil commotions,

c) caused by terrorists, saboteurs, vandals or other persons acting maliciously or by way of protest unless such physical destruction or damage is directly caused by any insured peril under Clause 1 above,

d) arising from derelict or abandoned weapons of war or from the use of such weapons during training,

e) in respect of any vessels or other waterborne craft or hovercraft,

f) in respect of any aircraft, helicopters, rockets, or other airborne craft,

g) in respect of any land conveyance unless such land conveyance is declared hereon and is located at or on the Property at the time of its damage or destruction,

h) in respect of any property in transit by land, air or water,

a. arising from the wilful misconduct of any Assured,

b. arising from delay, even if the delay is caused by a peril insured,

c. directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence,

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existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

6. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel,

ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

7. CONDITIONS

a) **Due Diligence**

The Assured (or any agent, sub or co-contractor of the Assured) shall at all times and at his own expense use due diligence and do (and concur in doing and permit to be done) all things reasonably practicable (including but not limited to precautions to protect or remove the Property) to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

b) **Under Insurance**

If, at the time that any Property is destroyed or damaged, the value set against such Property in the Schedule attached hereto is less than the value in the Assured's accounts, then the Assured shall only be entitled to recover hereunder such proportion of the loss or damage as the declared value bears to that value in its accounts.

c) Examination of Records

At the request of the Underwriters, the Assured shall submit to examination under oath and shall upon reasonable notice produce for examination at such reasonable time and place as may be designated by the Underwriters or their representatives, all documents in their possession or control which relate to the matters in question and shall permit extracts and copies to be taken.

d) Notification of Claims and Proof of Loss

The Assured, upon knowledge of any circumstance likely to give rise to a claim hereunder, shall give immediate written advice thereof to Underwriters whether such circumstance is publicised through the media or not.

The Assured shall render a signed proof of loss as soon as reasonably practicable. If such proof has not been received by Underwriters within two years of the expiry date of this Policy, Underwriters shall be discharged from all liability hereunder in respect of such loss.

e) Onus of Proof

In any claim and/or action, suit or proceeding to enforce a claim for loss hereunder, the burden of proving that the loss is recoverable under this Policy and that no warranties have been breached and no exclusions apply shall fall upon the Assured.

f) Subrogation

Upon payment of a claim hereunder the Assured shall give to the Underwriters all such assistance in his power as the Underwriters may require to preserve their rights and remedies and, at the Underwriters' request, shall execute all documents necessary to enable the Underwriters effectively to exercise their rights of subrogation including the bringing of legal or arbitration proceedings.

g) Other Insurance

This Policy does not cover loss or damage which at the time of the happening of such loss or damage is insured by, or would be insured by any other existing policy or policies (except in respect of any excess beyond the amount which would have been covered under such other policy or policies) had this Policy not been effected. The insurance of the Property against the perils insured herein in excess or in addition to the coverage provided hereunder shall not be effected by the Assured without the prior approval of the Underwriters.

h) Assignment

This Policy shall only be assignable with the prior written approval of the Underwriters hereon.

i) Several Liability

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

8. AUTOMATIC TERMINATION

a) Automatic Termination

This Policy shall terminate automatically

i. upon the outbreak of war (whether there be a declaration of war or not) between any one of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic

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of China

ii. upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 6.3 herein wheresoever and whensoever such detonation may occur and whether or not the Property may be involved.

b) Return of Premium

In the event that this Policy is automatically terminated under this Clause 8 and provided only that there are no losses known or reported by the Assured, the Underwriters shall return the pro rata proportion of the net premium for the period subsequent to such termination. In the event that there are losses known or reported to the Assured, then there shall be no return of premium unless the Underwriters hereon otherwise agree to the contrary.

c) This Policy shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this Policy under the provisions of Clause 8.1 above.

9. GOVERNING LAW AND ARBITRATION

a) Law

The construction, validity and performance of this Policy and all matters arising therefrom shall be governed by the law and jurisdiction of India.

b) Arbitration

All disputes which may arise under, out of or in connection with or in relation to this Policy or the determination of the amount of loss hereunder shall be submitted to arbitration in India in accordance with its rules at the date of such submission. The award rendered by the Arbitrator(s) shall be final and binding upon all parties.

10. WARRANTIES

a) Protections Maintenance

Warranted that all measures provided for the protection of the Property which have been advised to the Underwriters shall be maintained throughout the period of this Policy and not valid without Underwriters' prior approval.

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LSW667 (amended)

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RIOTS AND/OR STRIKES AND/OR CIVIL COMMOTIONS AND/OR MALICIOUS DAMAGE INSURANCE

(TERRORIST WORDING)

1. INSURING CLAUSE

Subject to the terms, clauses and conditions contained herein the Insurers agree to indemnify the Insured up to the sum insured specified in the attached schedule against direct physical loss of or damage to the interests insured caused by or arising from an Act or series of Acts of Riots and/or Strikes and/or Civil Commotions including fire damage and loss by looting following Riots and/or Strikes and/or Civil Commotions and/or Malicious Damage as described herein.

For the purpose of this Policy:

A. Riot and Strike and Civil Commotion damage shall include but not be limited to loss directly caused by:

i. Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or

ii. Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or

iii. Any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimising the consequences thereof;

B. Malicious Damage shall mean all Physical Loss or Damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace, and shall include loss caused by sabotage and terrorism meaning and act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/ or to put the public in fear for such purposes.

2. EXCLUSIONS:

This policy does not cover:

a. Loss or damage caused by or arising out of burglary, house-breaking, theft or larceny or caused by any person taking part therein.

b. Loss or damage caused by or resulting from confiscation, requisition, detention or legal or illegal occupation of property insured or of any premises, vehicle or thing containing the same.

c. Loss or damage caused by or resulting from an act or incident which occurs or is committed whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy,

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hostilities or warlike operations (whether war be declared or not), civil war, or seizure of power arising from a military conspiracy.

d. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

e. Loss resulting from total or partial cessation or interruption of work.

3. **CONDITIONS:**

i. In any claim, and in any action, suit or other proceeding to enforce a claim, for loss under this Policy the burden of proving that the loss does not fall within Exclusion (C) above set out shall be upon the Assured.

ii. This Policy does not cover any loss which at the time of the happening of such loss is insured or would, but for the existence of this Policy be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

iii. The Assured shall, at the request and expense of the Underwriters, take all steps that may be necessary to protect the interests of Underwriters.

iv. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

v. If the total value of all property covered by this Insurance shall at the time of any loss be greater than the Declared Value set out in the Schedule the Insured shall be entitled to recover hereunder only such proportion of the Sum Insured set out in the Schedule as the said Declared Value bears to the said total value.

4. CANCELLATION:

a) This Policy may be cancelled by or on behalf of the Underwriters by 30 days' notice given in writing to the Assured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining pro rata premium.

b) Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

c) This Policy may not be cancelled by or on behalf of the Assured unless specially agreed by the Underwriters.

LPO437 (4/82)

ICICI Lombard General Insurance Company Limited
Marine Hull Loss Of Earning/Hire Insurance

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SECURITY REVIEW CLAUSE

The right is reserved for the Assured and the Assured's Representative to review the financial security of insurers hereunder as applicable at any time. The Assured may terminate, subject to daily pro rata premium, any insurers participation on this policy at any time should any of the insurer's financial condition no longer meet the minimum security requirements of the Assured or the Assured's Representative.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on polices covering risk of war, civil war, revolution rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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CL380

RUSSIA-RELATED SANCTIONS CLAUSE

Notwithstanding any other term of this insurance, this insurance additionally excludes:

Loss damage liability or expense arising from capture seizure arrest restraint detainment confiscation or expropriation where such capture etc. directly or indirectly arises out of or in connection with a **Russia-related Sanction**.

For the purposes of this exclusion, a **Russia-related Sanction** means any action measure or sanction (permanent or temporary) imposed on and/or enforced and/or taken against the Vessel and/or any property thereon pursuant to any legislation, regulation, order, directive, executive act or any other executive or political means whatsoever brought into force at any time (whether before or after the date of this policy) by the United Nations, the European Union, the United Kingdom, the United States or any other State or supra-national body whatsoever where such legislation etc. has been brought into force in connection with, or by way of response to, Russia's military action against Ukraine.

For the avoidance of any doubt, this additional exclusion is entirely without prejudice to the Sanction Limitation and Exclusion clause incorporated herein.

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1.10.83

INSTITUTE WAR AND STRIKES CLAUSES
Hulls - Time

This insurance is subject to English Law and practice

1. PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the vessel caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
1.3 derelict mines torpedoes bombs or other derelict weapons of war
1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.5 any terrorist or any person acting maliciously or from a political motive
1.6 confiscation or expropriation.

2. INCORPORATION

The Institute Time clauses -Hulls 1/10/83 (including 4/4ths Collision Clause) except clauses 1.2,2,3,4,6,12,21.1.8,22,23,24,25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the underwriters immediately after receipt of advices and any additional premium required by them be agreed.

3. DETAINMENT

In the event that the vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the vessel without any likelihood of recovery.

4. EXCLUSIONS

This Insurance excludes

4.1 loss damage liability or expense arising from
4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
4.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France,
The Union of Soviet Socialist Republics,
The People's Republic of China

4.1.3 requisition or pre-emption

4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered

4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),

4.2 loss damage liability or expense covered by the Institute Time Clauses - Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

4.3 any claim for any sum recoverable under any other insurance on the vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English Law and practice under the York-Antwerp Rules 1974.

5. TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 4.1.1 wheresoever or whensoever such detonation may occur and whether or not the vessel may be involved

5.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France,
The Union of Soviet Socialist Republics,
The People's Republic of China

5.2.3 in the event of the vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this clause 5, or of the sale of the vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

CL.281

IRDA Reg. No. 115 **CIN**: L67200MH2000PLC129408 **UIN:** **IRDAN115RP0023V01200607**
Mailing Address: **Registered Office Address:** **Toll free no** : 1800 2666
601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 — ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 — **Alternate no** : 86552 22666 (chargeable)
E-mail : customersupport@icicilombard.com
Website : www.icicilombard.com

Sanction Limitation and Exclusion Clause
No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

LMA 3100

SANCTION LIMITATION AND EXCLUSION CLAUSE
No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JW2010/004
2 August 2010

MARINE CYBER ENDORSEMENT

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403
11 November 2019

JOINT EXCESS LOSS CYBER LOSSES CLAUSE

1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm.
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not.
4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

JX 2020-007

18/06/2020

ICICI Lombard General Insurance Company Limited
Marine Hull Loss Of Earning/Hire Insurance

IRDA Reg. No. 115 **CIN**: L67200MH2000PLC129408 **UIN:** **IRDAN115RP0023V01200607**
Mailing Address: **Registered Office Address:** **Toll free no** : 1800 2666
601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 **Alternate no** : 86552 22666 (chargeable)
E-mail : customersupport@icicilombard.com
Website : www.icicilombard.com

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTOMAGNETIC WEAPONS 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 expenses directly or indirectly caused by or contributed to by or arising from

1.1 ionizing radiation 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 of nuclear component thereof.

1.3 Any weapon or device employing atomic or nuclear fission and/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.

1.5 Any chemical, biological, bio-biological, or electromagnetic weapon.

10/11/2003
CL370

Specified Territory Exclusion Clause

Notwithstanding anything to the contrary herein, all specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposure included but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory.

Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.

IRDA Reg. No. 115 **CIN**: L67200MH2000PLC129408 **UIN:** **IRDAN115RP0023V01200607**
Mailing Address: **Registered Office Address:** **Toll free no** : 1800 2666
601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 **Alternate no** : 86552 22666 (chargeable)
E-mail : customersupport@icicilombard.com
Website : www.icicilombard.com

PART III OF SCHEDULE :

Standard Terms And Conditions

1. Incontestability and Duty of Disclosure The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc. The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet,

World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss On the occurrence of any loss, within the scope of cover under the policy the Insured shall:
(i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule
(ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.
(iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.
(iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor. If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage: On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may: (i) enter and/or take possession of the insured property, where the loss or damage has happened
(ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
(iii) keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and /or,
(iv) sell any such property or dispose of the same for account of whom it may concern.
The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.
If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Indemnity The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon. If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

15. Subrogation In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for payments No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian currency only.

20. Policy Disputes Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21. Renewal notice The Company shall not be bound to accept any renewal premium nor give notice that

such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

22. Notices Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to In case of the Insured, at the address specified in Part 1 of the Schedule.
In case of the Company:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414,
Veer Savarkar Marg, Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai – 400 025 Maharashtra.
Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

23. Customer Service If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

24. 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) Submit Documents: submit documents to the assigned CSM/Surveyor. Below list of required

documents

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. Invoice & Packing list
4. Lorry Receipt/ Bill of Lading/ Bill of Entry/ Air way bill/ Goods receipt Not – as applicable
5. Monetary claim on transporter.

6. Damage certificate
7. Document/s in support of admissibility of the claim, for instance, Service Engineer's Report, Fire Brigade Report, etc.
8. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
9. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
10. Offer for retention of salvage, if any
11. KYC / NEFT Details as per AML guidelines
12. 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) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 30 days of receipt of all relevant information/documents and all queries of the surveyors being concluded. Claim will be decided within 15 days of receipt of the assessment sheet / survey report, as applicable.

25. GRIEVANCE CLAUSE :

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 updated ombudsman details are mentioned 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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

	Email: bimalokpal.ahmedabad@cioins.co.in	
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, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
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,	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh

	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	
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.	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	
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 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
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,	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

	Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	
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, website of the Company www.icicilombard.com or from any of the offices of the Company.

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)*

COMPANY CONTACT DETAILS:-
Toll-free number: 1800-2-666
You may also write to us at the following address:
Postal Address:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House
414, Veer Savarkar Marg
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai 400 025
E-mail: customersupport@icicilombard.com

Note :
In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change.