Prospectus - Marine Export Import Insurance

1. Introduction:

Marine Export import policy provides cover for transit insurance of insured goods moving from one place to another through Sea, Air, Inland/coastal Waterways, Courier, Rail and Road modes of transit. The transits are covered under the Export Section, Import Section, Inland Section and Capital Goods Section under the policy.

2. Scope of cover:

This policy broadly covers the risk of physical loss or damage to the Insured's goods (machinery, raw materials, finished goods etc.) during transit under a contract of affreightment.

There are two type of covers:

a) The "Basic Risk Policy" covers all loss of or damage to the subject-matter insured reasonably attributable to fire or explosion, vessel or craft being stranded grounded sunk or capsized, overturning or derailment of land conveyance, collision or contact of vessel craft or conveyance with any external object other than water, discharge of cargo at a port of distress, earthquake volcanic eruption or lightning, loss of or damage to the subject-matter insured caused by general average sacrifice, jettison or washing overboard, entry of sea lake or river water into vessel craft hold conveyance container lift van or place of storage, total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

b) The "All Risk Policy" covers all risks of loss or damage to specified goods subject to exclusion.

3. Exclusions:

- **General Exclusion Clause**

  In no case shall this insurance cover

  (i) Loss damage or expense attributable to wilful misconduct of the Assured

  (ii) Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

  (iii) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause (iii) "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

  (iv) Loss damage or expense caused by inherent vice or nature of the subject-matter insured)

  (v) Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under the General Average clause)

  (vi) Loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

(vii) Loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

(viii) Deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons (this Exclusion is not applicable for policy issued with coverage ICC-A)

- **War Exclusion Clause**

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

(i) War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

(ii) Capture seizure arrest restraint or detainment and the consequences thereof any attempt thereat

(iii) Derelict mines bombs or other derelict weapons of war.

- **Strike Exclusion Clause**

In no case shall this insurance cover loss damage or expense

(i) Caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

(ii) Resulting from strikes, lock-outs, labour disturbance, riots or civil commotions (iii) Caused by any terrorist or any person acting from political motive.

4. Duration:

- **Transit Clause**

A) This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

(i) On delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

(ii) On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

a) For storage other than in the ordinary course of transit or

b) For allocation or distribution, or

c) On the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

B) If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which

they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

C) This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

5. Benefits of Insurance:

- **Not to Inure Clause**

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

6. Minimising Losses:

- **Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

a) To take such measures as may be reasonable for the purpose or averting or minimising such loss and

b) To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

- **Waiver Clause:**

Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

7. Avoidance of Delay:

- **Reasonable Despatch Clause**

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

8. Standard Terms and Conditions Applicable are as under:

1. Incontestability, and Duty of Disclosure	2. Reasonable Care	3. Observance of Terms and conditions
4. Material change	5. Records to be maintained	6. No constructive notice
7. Notice of charge etc	8. Special Provisions	9. Overriding effect of part II of the schedule
10. Electronic Transactions	11. Duties of the Insured on Occurrence of Loss	12. Rights of the Company on happening of loss or damage
13. Right to inspect	14. Indemnity	15. Subrogation
16. Contribution	17. Fraudulent claims	18. Cancellation/Termination
19. Cause of Action/Currency payments for	20. Policy Disputes	21. Renewal notice
22. Notices	23. Customer Service	24.Grievances

Basis of assessments shall be:

i. For total loss or non-delivery of the entire insured property or the subject matter insured, as specified, the sum Insured;
ii. For partial non-delivery, the proportionate amount of the Sum Insured;
iii. For Shortage: Proportionate Sum Insured
iv. For damage to insure property.
    a) Repairable: Cost of repairs in full subject to Sum Insured being found adequate; otherwise settlement shall be subject to Condition of Average.
    b) Not Repairable: Proportionate Sum Insured for the item damaged

9. Method of payment of Claim:

Be way of cheque or electronic fund transfer.

10. Premium:

Rates depend on factors like nature of cargo, scope of cover, packing, mode of conveyance, distance and past claims experience

11. Sum Insured:

This is an agreed value policy. Normally, insurance is taken for CIF+10%

12. Types of policies

(i) Specific policy to cover single consignment

(ii) Marine Open Policy/ Special Declaration Policy for frequent despatches. These arrangements are valid for one year.

(iii) Sales Turnover Policy for covering all the transits under one policy with declaration of annual sales turnover.

13. Extension:

Extensions are available include strike, riots, wars and civil commotions

14. Cancellation/termination

The insured can cancel the policy at any time during the term, by informing the company.

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

The company shall –

i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

15. Grievance Redressal Procedure

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

STATUTORY WARNING PROHIBITION OF REBATES

(Under Section 41 of Insurance Act, 1938)
(Amendment Act 2015)

(1)No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to [take out or renew or continue] an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.