



In consideration of the insured named herein paying to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY Ltd. ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA GSTIN: 27AABCC6633K1ZJ	GST Invoice No.:2457434868240 DATE: 16/03/2023 PAN: AABCC6633K SAC Code: 997135 SAC Description: Marine, aviation, and other transport insurance services
Policy No	2457/00100788/000/01
Name of the Assured / Insured	ANNAPURNA COTEX PVT LTD
Address of the Assured	GUT NO 237/5 PAITHAN ROAD SHEVGAON SHEVGAON S.O AHMED NAGAR MAHARASHTRA PIN - 414502 GST No.: 27AAHCA0876A1ZZ
Aadhar No.:	-
PAN No.:	AAHCA0876A
Period of Insurance	From 00:01 hrs on 09/03/2023 To 23:59 hrs on 08/03/2024
Transit Details	Domestic Sales - From Anywhere in India to Anywhere in India Including Purchase
Sum Insured on Estimated Sales Turnover	₹ 1,000,000,000.00
Limit Per Sending	Turnover - Inland ₹ 10,000,000.00 The Per Sending and Per Location Limit represent the maximum amount that the insurer shall pay in respect of any one accident or series of event. In circumstances where this policy extends to cover duty under Imports, Per sending limit with respect to Imports shall include the amount of such duty. In respect of any Limit per sending and / or Limit per location exceeding the above mentioned limits the insurer should be informed prior to inception of the risk and written agreement taken as to rate and terms.
Limit Per Location	Turnover - Inland ₹ 30,000,000.00 The Per Sending and Per Location Limit represent the maximum amount that the insurer shall pay in respect of any one accident or series of event. In circumstances where this policy extends to cover duty under Imports, Per sending limit with respect to Imports shall include the amount of such duty. In respect of any Limit per sending and / or Limit per location exceeding the above mentioned limits the insurer should be informed prior to inception of the risk and written agreement taken as to rate and terms.
Subject Matter Insured	Cotton FP Bales, Cotton Seeds, Cotton Seed Wash oil and Cotton Seed Cake, All types of Vegetable Oil.
Packing	Standard and Customary
Mode of Conveyance	Inland- Air, Courier, Rail, Road
Basis of valuation (Cargo)	Domestic Purchases- Invoice + 10% Domestic Sales- Invoice + 10% InterDepot/InterUnit/StockTransfers- Tail End transit-
Basis of valuation (Duty)	Duty payable(ExcludingDeemed/Contingent Duty)- Actual Duty incurred
Deductible/Franchise	Inland- Cargo : Excess 1% of Consignment Value Subject to Minimum of Rs. 10000 for each and every claim
Basis of Declaration	The turnover achieved during the previous quarter should be declared within 10th of the first month of the succeeding quarter. The Insured shall submit within 3 months from the expiry of the policy period Annual Report or a certified statement of auditors confirming the turnover achieved during the policy period. Any declaration made to the company which does not fall within the terms and conditions of the policy would be considered to be null & void ab initio and the company would in no way beheld liable for any consequence arising out of the declaration.

Net Premium	₹ 1,50,000.00
CGST (9%)	₹ 13,500.00
SGST (9%)	₹ 13,500.00
Kerala Flood Cess	₹ 0.00
IGST (0%)	₹ 0.00
Stamp Duty	₹ .50
Gross Premium	₹ 1,77,001.00

Consolidated Stamp Duty Paid Vide G.O. Rt No. 525, Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 23/12/2022.

Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue : 16/03/2023

Authorised Signatory

Policy Issuing Office : AURANGABAD BRANCH OFFICE

Agent / broker : 201208127508

Client Code : 1001260537470005

POSP Name:

POSP PAN No.:

POSP Aadhaar No.:

Amount : 177001

Receipt No : 1057768226

Date : 08/03/2023

### Terms of coverage

#### CLAUSES

- Transit by Courier Clause
- INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003
- Private Carrier Limitation of Liability (Inland Transit) Clause
- Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)
- Institute Replacement Clause 1.1.1934
- Labels Clause
- Cancellation Clause
- Important Notice Clause
- Inland Transit (Rail / Road / Air) Clause - (All Risks)-2010
- Sanction Limitation and Exclusion Clause JC2010/014
- Cargo Termination of Storage in Transit Clause (Amended)
- JELC Communicable Disease Exclusion (JC 2020-011)
- Joint Excess Loss Cyber Losses Clause (JX2020-007)
- Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010
- Limit per Sending (PSL) and Limit per location (PLL)
- Sales turnover Declaration - Quarterly sales turnover including GST plus incidental if covered in BOV should be submitted not later than 30th of the first month of the succeeding quarter. Adequacy of Sum Insured has to be maintained by the Insured at all times. It is hereby agreed that the declaration under the Policy would be based upon the 110% of Sales Turnover, as agreed to be covered under the Policy. Any declaration made to the company which does not fall within the terms and conditions of the policy would be considered to be null & void ab initio and the company would in no way be held liable for any consequence arising out of the Declaration would be adjusted at the end of policy period on the basis of the final Sales Turnover (Including GST) + plus incidentals achieved by the insured during the current policy period. Any excess premium collected by the insurer based on the estimated/projected sales turnover stands refundable as evidenced in their final accounts and /or by the certificate issued by Chartered Accountant, if any wherever applicable. In the event of nil declarations and declarations are less than 70% of the sum insured as per policy, refund will be made after retaining 70% of the premium collected Adequacy of sum insured shall be maintained by the Insured at all times in the absence of which all benefits under the policy shall stand forfeited from the date the sum insured becomes exhausted. The Insurer shall have the privilege, at any time during the business hours, to inspect the records of the insured in respect of sending goods / turnover falling within the terms of this policy exhausted. The Insurer shall have the privilege, at any time during the business hours, to inspect the records of the insured in respect of sending goods / turnover falling within the terms of this policy.

#### WARRANTIES

- Warranted the load carried by the subject carrying vehicle is within the permissible carrying capacity as per section 113, subsection 3 of MV Act 1988, as per notification S.O.3467(E) dated 16.07.18 and amendments thereof. It is further agreed that this warranty shall be applicable only where overloading is the proximate cause resulting in loss of or damage to insured cargo.
- Intentional storage is not covered, Incidental storage to transit is covered as per Cargo Termination of storage in transit clauses (Amended)
- Warranted that goods are transported in closed wagons and/or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water during the inland leg of journey.
- Used / Second Hand /Rejects/returns /wastes/Scraps /Refurbished items shall be covered under ICC B/ITC B + War + SRCC clauses. BOV - Market Value.
- For all consignments moving in insured's own vehicles or in absence of recovery rights settlement to be made on 75% basis.
- Tail end transits where the imports are done on CIF named port of destination, cover from port to inland destination shall be subject to ITCB + SRCC Clauses + Non delivery of entire consignment.

#### OTHER TERMS AND CONDITIONS

- Excess: 1% of the consignment value subject to a minimum of Rs 10,000/- for each & every claim., Wet damage - 2% of the consignment value sub to min of RS, 10,000 /- for each & every claim.
- List of Subsidiary Companies: 1) M/S. Annapurma Cotex Pvt Ltd, Shevgaon, Sum Insured Rs. 25,00,00,000/- (25 Cr). 2) M/S. Tirupati Fiber, Bhokardan, Sum Insured Rs. 23,00,00,000/- (23 Cr). 3) M/S. Annapurma Cotton Impex, Sendhwa, Sum Insured Rs. 7,00,00,000/- (7 Cr). 4) Annapurma Cotex, Sadashiv Peth, Sum Insured Rs. 25,00,00,000/- (25 Cr). 5) Radha Govind Industries, Sum Insured Rs. 20,00,00,000/- (20 Cr).

#### EXCLUSIONS

- Excluding quality & Manufacturing defects losses
- Excluding Over-dimensional cargo/Over-Weight Cargo. Over-dimensional Cargo/Over-Weight Cargo defined as: Any item which including packing does not fit inside a standard 40 container or equivalent road trailer, thus having dimensions in excess of 12 m. length and/or 2.5 m wide and/or 2.5 m height. Any item including packing with a weight in excess of 40 MT.
- 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 includes 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.
- Excluding loss of or damage to cargo due to rust, corrosion, oxidation, discoloration, mechanical, electrical, electronic derangement, denting, chipping and scratching, unless caused by ITC(B)perils.
- Excluding shortages from parcels / packages delivered in extremely sound condition (shortages from full container consignments only, being the difference between the documentary confirmed load and stow count, and the out turn report).

The list of Ombudsman details are available on our website [www.cholainsurance.com](http://www.cholainsurance.com).

#### SURVEY AGENT

## **Import / Inland**

Cholamandalam MS General Insurance Company Ltd  
Aurangabad Branch Office  
Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony,  
Opp. Lms Jeweller Jalna Road, Aurangabad - 431005  
Maharashtra - 431001

### **Exports**

As applicable under each certificate of Insurance

## **SETTLING AGENT**

### **Import / Inland**

Cholamandalam MS General Insurance Company Ltd  
Dare House', 2 nd floor, No. 2, NSC Bose Road, Chennai - 600001  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

### **Exports**

As applicable under each certificate of Insurance

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue : 16/03/2023

Authorised Signatory

#### Clauses:

##### 1. Transit by Courier Clause

TRANSIT BY COURIER CLAUSE - Warranted (1) consignment has to be sent through reputed & registered courier. (2) clean discharge to courier is proof of safe delivery (3) the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, will not contract out with the courier allowing the courier to restrict its liability to any amount less than the statutory liability of a common / road, rail, air or sea carrier, whichever mode adopted by the courier. (4) Courier Company should have a carriers liability insurance policy of at least INR 50,00,000/- Breach of the above warranty would entitle the Insurer to settle claims for a maximum of 75% of the assessed loss OR deduct the maximum limit of liability of the respective carrier, recovery of which is prejudiced, at the option of the insurer. The above warranty would not apply in the following cases: (i) where the Waybill is counter signed as above but the document incorporates the provisions of the applicable Carriers Act such as Carriers Act of 1865/Railways Act/Carriage of Goods by sea and / or Air Act etc (iii) the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, IF NEED BE to sign the Waybill or any other document issued by the Courier company and/or their Agents/Associates only in acknowledgment of receipt BUT NOT in agreement with the terms and conditions printed thereon regarding liability of the Courier

##### 2. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003

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 expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations 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 or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion 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-chemical, or electromagnetic weapon.

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##### 3. Private Carrier Limitation of Liability (Inland Transit) Clause

PRIVATE CARRIER LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

##### 4. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2009/056 (01/01/2009): This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either: 1.1 As per the transit clauses contained within the Policy. OR 1.2 On delivery to the Consignees or other final warehouse or place of storage at the destination named herein, 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 for storage other than in the ordinary course of transit or for allocation of distribution, OR 1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge. 1.5 In respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge. Whichever shall first occur 2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

##### 5. Institute Replacement Clause 1.1.1934

1/1/34 INSTITUTE REPLACEMENT CLAUSE In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine. AHM 6/90 CL 161 A© Copyright A. The Institute of London Underwriters

##### 6. Labels Clause

LABELS CLAUSE Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

##### 7. Cancellation Clause

CANCELLATION CLAUSE All risks ( as described herein ), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice. The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice. Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

##### 8. Important Notice Clause

###### IMPORTANT NOTICE CLAUSE

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE  
LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

To apply immediately for survey by Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

To take examined delivery from the carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and / or Shortage Certificate from them. If any package appears to be deficient in weight, to take weight / examined delivery from the carriers and appropriate certificates

To issue notices of claims against carriers, bailees or third parties by Registered Post with Acknowledgement due card.

NOTE.- The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

#### INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the company's representative at port of discharge or destination or if there be no representative of the company the nearest Lloyds Agent.

#### DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy shipping Invoices and Packing List and / or weightment notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence ( Damage / Non-Delivery Certificate ) to show the extent of the loss or damage.
5. Landing remarks and weightment notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage along with copies of Notice of claim on the Carriers / Third Parties and Received A/D Card / Postal Registration Receipt.

#### 9. Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010

Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010 As Attached.

#### 10. Sanction Limitation and Exclusion Clause JC2010/014

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. JC2010/014 11 August 2010.

#### 11. Cargo Termination of Storage in Transit Clause (Amended)

(for warehousing and/ or storage risks insured in the ordinary course of transit)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject - matter insured whilst being warehoused and /or stored, this cover is conditional upon such warehousing and/or storage being in the ordinary course of transit and, in any event, SHALL TERMINATE EITHER:

1.1 As per the transit clauses contained within the Policy,

Or

1.2 on delivery to the Consignee's™s or other final warehouse or place of storage at the destination named,

1.3 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 for storage other in the ordinary course of transit or for allocation or distribution,

Or

1.4 In the respect of marine transits, on the expiry of 60 days (Duration Clause) plus 60 days after completion of discharge over side of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 In respect of air transits, on the expiry of 30 days (Duration Clause) plus 60 days after unloading the subject matter insured from the aircraft at the final airport of discharge,

1.6 In respect of inland transits by road only, on expiry of 7 days (Duration Clause) plus 60 days after the date of arrival of the subject matter at the destination town named in the policy.

1.7 In respect of rail/road transits, on expiry of 7 days (Duration Clause) plus 60 days after arrival of the railway wagon at the final destination railway station,

1.8 In respect of inland transits by air only, on the expiry of 7 days (Duration Clause) plus 60 days after unloading the subject matter insured at the final airport of discharge,

Whichever shall first occur.

2. If this Contract or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1 above.

The cover afforded under the extended period as agreed in this "Cargo Termination of Storage in Transit Clause (Amended)" endorsement shall be subject to the terms and conditions of the current London Institute Clauses EXCLUDING Terrorism OR Strikes Riots and Civil Commotions Clause EXCLUDING Terrorism.

#### 12. JELC Communicable Disease Exclusion (JC 2020-011)

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence there to. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. The disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

#### 13. Joint Excess Loss Cyber Losses Clause (JX2020-007)

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.

#### 14. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

#### RISKS COVERED

##### Risk Clause

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by:

1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,

1.2 any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 caused by any person/s acting from a political, ideological or religious motive.

1.4 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

#### EXCLUSIONS

##### 2. General Exclusions clause

In no case shall this insurance cover:

2.1 loss or damage or expense proximately caused by delay, inherent vice or nature of the subjectmatter insured

2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

2.4 loss or damage or expense caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### LAW AND PRACTICE

This insurance is subject to Indian law & practice.

#### 15. Limit per Sending (PSL) and Limit per location (PLL)

Limit per Sending (PSL): Notwithstanding anything to contrary contained in this contract, the limit of the insurer liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the company and suitable amendments have been made in the policy, insured will be self-insurer and for partial losses condition of average will be applicable at time of claim.

Limit per location (PLL): Notwithstanding anything to contrary contained in this contract, Company liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy. This donates accumulation of all shipments at any one place at any one time, e.g. Intermediate

storage, carriers or other go downs, at the port awaiting shipment and similar places. If such accumulations do take place exceeding the location limit, unless prior notice is given to the company and suitable amendments have been made in the policy, condition of average will be applicable at time of claim.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue : 16/03/2023

Authorised Signatory

Whether tax is payable under reverse charge basis - No.

CHOLAMANDALAM MS