

# Schedule - Marine Cargo Open Policy - Inland Only [UIN:IRDAN123RP0063V01200203]





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 MC CENEDAL INCLIDANCE COMPANY LTD
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
2455/00023977/000/00
MS KESAR GOLD AGRO N FOOD PRODUCTS PVT LTD JINTUR
H NO 2501 TO 2510 RAM SHAM COMPLEX YELDARI ROAD, JINTUR
JINTUR S.O PARBHANI MAHARASHTRA PIN - 431509
GST No.: 27AAHCK9129Q1ZO
-
AAHCK9129Q
From 10:00 hrs on 08/03/2023 To 23:59 hrs on 07/03/2024
Anywhere in the India to Anywhere in India
INR 50,000,000.00
INR 20,000,000.00
INR 50,000,000.00
Upon consignment said to contain Cotton, Cotton FP Bale, Cotton Seed, Cotton Seed Cake, Cotton Seed Wash Oil, Soyabin, Turmeric
Standard and Customary
Air, Rail, Road
Invoice + 10%
INLAND:Cargo Excess0.50% of Consignment Value Subject to Minimum
of Rs. 10000 for each and every claim
All dispatches made during the previous month shall be declared within 10th
of the succeeding month
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Net Premium	INR 10,000.00
CGST (9%)	900.00
SGST (9%)	900,00
IGST (0%)	0.00
Stamp Duty	INP./50
Gross Premium	NR 11,801.00

Condition, Clauses and Warranties As per Annexure Attached

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

Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED

Contact No:8149178773

Code: 200149210153

POSP Aadhaar No.:

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 :15/03/2023

Authorised Signatory

Policy Issuing Office: AURANGABAD BRANCH OFFICE

Agent / broker : 201208127508 Client Code : 1017785713580001 Amount : 11801

Receipt No : 1057730880

Date: 08/03/2023

### **ANNEXURE TO SCHEDULE**

### **CLAUSES**

- 1. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003
- 2. Private Carrier Limitation of Liability (Inland Transit) Clause
- 3. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)
- 4. Labels Clause
- 5. Cutting Clause6. Cancellation Clause
- 7. Important Notice Clause
- Inland Transit (Rail /Road / Air) Clause (All Risks)-2010
   Sanction Limitation and Exclusion Clause JC2010/014
- 10. Voyage Condition Clause
- 11. JELC Communicable Disease Exclusion (JC 2020-011)
- 12. Joint Excess Loss Cyber Losses Clause (JX2020-007)
- 13. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010
- 14. Limit per Sending (PSL) and Limit per location (PLL)
- 15. Inland Transit (Rail/Road) Clause 'B' â€" (Named Perils) 2010 (applicable for used/ second-hand/ return transits)

### WARRANTIES

1. 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 this warranty shall be applicable only where overloading is the proximate cause resulting in loss of or damage to insured cargo. 2. Warranted that the 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; Otherwise excluding wet damage unless caused due to perils covered under Inland Transit Clause (B)

### OTHER TERMS AND CONDITIONS

- 1. OPEN POLICY CONDITIONS: In the event of nil declarations or declarations are less than 70% of the sum insured as per policy, refund will be made after retaining 70% of the premium collected subject to minimum of INR 5,000 (plus GST & stamp duty, as applicable). However in case no case shall refund be applicable under this policy if gross loss ratio exceeds 70% (Gross Incurred claims-both paid and outstanding, divided by Gross utilised premium) Adequacy of Overall sum insured (for all voyages put together covered under this policy) 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 sendings / turnover falling within the terms of this policy. Each transit shall be declared by 10th day of subsequent month.
- 2. Used/ Second-hand items/ Return transits, if any, shall be covered as per ICC/ITC B + War & Strikes/SRCC + Hijack/ Non-delivery of entire consignment. For return transits/ Used/ second-hand items, Basis of valuation applicable shall be Depreciated Market Value
- 3. In respect of tail-end transists of CIF/CIP Imports, where coverage for Inland transit, attaches from any Indian Port/ICD/CFS/Airport shall be covered as per Inland Transit (Rail/Road/Air) Clause A' 2010 + SRCC subject to satisfactory pre-dispatch survey at port by the surveyor at the insured's cost and all his recommendations complied with. In absence of satisfactory pre-dispatch survey, coverage shall be subject to Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo. (in respect of containerized cargo pre-dispatch survey should be carried out after opening the container). Any pre-existing damages while taking delivery at port/ identified during Pre-dispatch survey stands specifically excluded. For FCL shipments where de-stuffing is done at final destination, Pre-dispatch survey shall not be applicable and coverage shall remain as per Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo
- 4. Subject otherwise to the warranty, conditions and exclusions of the policy, it is hereby agreed that where coverage restricted to ICC/ITC (B) this policy is extended to cover AOG Perils. AOG Perils covered under this policy is defined as: Loss, destruction or damage directly caused by Lightning, Earthquake, Volcanic eruptions, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood. Inundation or Land slide/Rock slide
- 5. Nothwithstanding anything mentioned to the contrary, it is hereby for inland transit claims, where recovery rights are diced shall be settled at 90% of normally admissible claim amount for other than Theft/Hijack losses

### **EXCLUSIONS**

- 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.

  2. 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.
- 3. Excluding mold, mildew, infestation, contamination, moisture losses unless caused by perils covered under Inland Transit (Rail/Road) Clause 'B' 2010
- 4. Excluding loss of or damage to insured cargo due to rust, oxidation also local oration unless caused by perils covered under Inland Transit (Rail/Road) Clause 'B' 2010
- 5. Excluding shortage from outwardly sound packages and/or seal infact containers
- 6. Excluding hook damages

The list of Ombudsman details are available on our website www.cholainsurance.com.

# SURVEY AGENT

Cholamandalam MS General Insurance Company Ltd

Aurangabad Branch Office

Shop No- 4, Plot No- 33, Rokdiya Hanuman Colon Opp. Lms Jeweller Jalna Road, Aurangabad - 431005 Maharashtra - 431001

# **SETTLING AGENT**

# 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

Place: CHENNAI

Date of Issue :15/03/2023

For Cholamandalam MS General Insurance Company Ltd.

Authorised Signatory

Attached to and forming part of the Policy Number: 2455/00023977/000/00 dt 08/03/2023

1.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

2.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.

# 3.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 overside 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. Whicheve 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.

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

### 5. Cutting Clause

CUTTING CLAUSE In the event of damage or breakage caused by an insured peril it is agreed that the damaged, broken length or portion shall be cut off, the remaining length or portion be considered as sound and the Company shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, the Company shall be liable for the cost of cutting

### 6.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 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.

### 7.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 of 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 weighment / 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 representative at port of discharge or destination or if there be no representative on the company the nearest Lloyds Agent. immediate notice of such loss or damage should be given to and a Survey Report obtained from the company s DOCUMENTATION OF CLAIMS

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

- 1. Original policy or certificate of insurance.
- Original or copy shipping Invoices and Packing List and / or weightment notes
   Original Bill of Lading and/or other contract of carriage
- 4. Survey report and other documentary evidence ( Damage / No Gertificate ) to show the extent of the loss or damage.
- 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 Receipted A/D Card / Postal Registration Receipt.

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

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

# 9. 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.

10.Voyage Condition Clause VOYAGE CONDITIONS: EXCLUDING shipments to/through/from Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Somalia, Syria, Yemen and Indian Government prohibited countries &/or Sanctioned Countries, unless agreed by underwriters prior to shipment.

Rail/road Export shipments to Myanmar, Nepal, Bhutan, Pakistan, Bangladesh, coverage shall be restricted to transshipment point at Indian border; in case of Imports coverage shall attach from Indian border. (no coverage inland leg of such countries, unless specifically agreed by underwriter prior to shipment).

In respect of Export shipments to countries in the African Continent/ Myanmar/ Sri Lanka/ Bangladesh or Pakistan coverage shall cease on completion of discharge from Liner Vessel at discharge port (any deviation to be specifically agreed by the Underwriter prior to shipment).

# 11.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

# 12. 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 there from, 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

13. 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

Place: CHENNAI

Date of Issue :15/03/2023

This insurance is subject to Indian law & practice.

### 14.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.

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.

For Cholamandalam MS General Insurance Company Ltd.

Authorised Signatory

Whether tax is payable under reverse charge basis - No.