



**MARINE CARGO OPEN POLICY**  
**UIN - IRDAN190RP0025V01100001**

**Preamble**

WHEREAS the ASSURED named in the schedule hereto have represented to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called company) that they are interested in or duly authorized to make the insurance mentioned and have paid or agreed to pay the premium hereinafter stated THE COMPANY HEREBY PROMISES AND AGREES with the assured, their Executors, Administrators and assigns that the company will insure against loss damage liability or expenses subject to Clauses, Endorsement, Conditions and Warranties contained herein/in the schedule.

| Insured Details |   | Issuing Office Details |   |
|-----------------|---|------------------------|---|
| Insured Name    | : M/S. VIVEK INDUSTRIES   | Office Code            | : JALNA BRANCH (160501)   |
| Customer ID     | : POB6825466  | Address                | : K.K.NIWAS LAKKAD KOT NEAR BUS STAND AURANGABAD ROAD JALNA ,431203 |
| Address         | : KHANDWA ROAD, KHARGONE, MADHYA PRADESH<br>KHARGAONE ,MADHYA PRADESH, 451001 | Phone No               | : 02482232708 / 02482232709   |
| Phone No        | :   | E-mail/Fax             | : nia.160501@newindia.co.in/  |
| E-mail/Fax      | : vivekoilmill@gmail.com, /   | S.Tax Regn. No         | : AAACN4165CST178   |
| PAN No          | :   | GSTIN                  | : 27AAACN4165C3ZP   |
| GSTIN/UIN       | : 23AAGFV9341K1ZU / NA  | SAC                    | : 997135 (Marine,aviation and other transport insurance srvc)       |
|                 | :   |                        |   |

| Policy Details      |   | Business Source Code                            |   |
|---------------------|---|---|---|
| Policy Number       | : 16050121240200000126                                    | Dev.Off. level/Broker/Web Aggregator            | : Jainuine Insurance Brokers Pvt. Ltd. - (DA3388757)<br>Jainuine Insurance Brokers Pvt.Ltd. - (SI00028623), |
| Period of Insurance | : From: 06/09/2024 06:01:34 PM To: 05/09/2025 11:59:59 PM | Agent/Bancassurance/Spe cified Person/CPSC User | :   |
| Prev. Policy no.    | :   | Phone No  | : 02402350377, 9850049400 / NA  |
| Client Type         | : Non-Corporate   | E-mail/Fax                                      | : kailash@jainuineinsurance.co.in, //   |

| Co-Insurance Details |   |                        |            |       |
|----------------------|---|------------------------|------------|-------|
| Incoming/Outgoing    | Company                                     | Office Code            | % of Share | Share |
| OUT                  | CHOLAMANDALAM MS GENERAL INSURANCE CO. LTD. | 210301_PUNE BRANCH - 1 | 49         | 4900  |
| OUT                  | NEW INDIA ASSURANCE CO. LTD.                | JALNA BRANCH           | 51         | 5100  |

| Premium Details |      |            |                  |   |                                 |
|-----------------|------|------------|------------------|---|---------------------------------|
| Premium         | GST  | Stamp Duty | Total Premium(₹) | Rupees (in words)                         | Receipt No and Date             |
| 9999            | 1800 | 1          | 11800            | RUPEES ELEVEN THOUSAND EIGHT HUNDRED ONLY | 16050181240000005046 - 06/09/24 |

| Journey Details   |                   |                |
|-------------------|-------------------|----------------|
| Journey From      | Journey To        | Transport Mode |
| Anywhere in India | Anywhere in India | Rail/Road      |

Total Sum Insured (₹) : Risk 1 :: 20000000  
 Basis of valuation + % Extra for Cargo Sum Insured : Risk 1 :: C + 10  
 Commodity description : Risk 1 :: COTTON FP BALES  
 Packaging description : Risk 1 :: STANDARD AND CUSTOMARY  
 Single Carrying Limit (₹) : Risk 1 :: 7500000  
 Limit per any one Vessel (₹) : Risk 1 :: 1

Policy No. : 16050121240200000126 Document generated by 36776 at 06/09/2024 18:09:29 Hours.

Regd. & Head Office: New India Assurance Bldg., 87 M.G. Road, Fort, Mumbai - 400 001. TOLL FREE No. 1 800 209 1415.

For redressal of your grievance, if any, you may approach any one of the following offices- 1. Policy issuing office 2. Regional office 3. Head office. In case, you are not satisfied with our own grievance redressal mechanism; you may also approach Insurance Ombudsman. For details of our office addresses and addresses of office of Insurance Ombudsman, please visit our website <http://newindia.co.in>.



Limit per any one Aircraft (₹) : Risk 1 :: 1  
Limit per Registered Post (₹) : Risk 1 :: 1  
Limit per location (₹) : Risk 1 :: 15000000  
Transit By : Risk 1 :: Rail/Road  
Place of Storage : Risk 1 :: NA  
Days of Storage : Risk 1 :: NA  
Risk Covered : Risk 1 :: ITC-A, SRCC,

|               |  |
|---------------|--|
| <b>Excess</b> | : Excess Applicable on - Others, Excess(%) Others - 0.5% OF CONSIGNMENT% |
|---------------|--|

|                           |
|---------------------------|
| <b>Terms of Insurance</b> |
|---------------------------|



Subject to Open Policy Clause and the following clauses written and attached hereunder, current on date of sailing or dispatch and/or otherwise stated. This Insurance is subject to Important notice, conditions and warranties attached herewith. Also this contract is subject to such regulations as in force at the time of risk on each dispatch/shipment attaches hereunder.

The Declaration should be furnished, in case of imports within 15 days from the date of the shipment or immediately on receipt of shipping documents or before arrival of ship, whichever is earlier, and in case of exports immediately on shipment.

This insurance is to remain in force for a period of 12 months i.e. from 06/09/2024 06:01:34 PM to 05/09/2025 11:59:59 PM unless the Sum Insured is previously exhausted by declaration/certificates.

- 1) Inland Transit (Rail or Road) Clause – A (2010)
- 2) Strikes Riots And Civil Commotions Clause (Inland Transit Not In Conjunction With Ocean Going Voyage)
- 3) Limit Per Location Clause: Notwithstanding anything to the contrary contained in this contract, underwriters liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the Limit Per Location amount stated in the policy/open cover.
- 4) Subject to Communicable Disease Exclusion Clause (Cargo) JC2020-011
- 5) Subject to Institute Radioactive Contamination Exclusion Clause - CL356 - 1/10/90
- 6) Subject to Institute Radioactive Contamination Chemical, Biological Biochemical and Electromagnetic Weapons Excl. Clause 10/11/2003 CL 370
- 7) Subject to Termination of Transit Clause (Terrorism) JC 2001/056 (Amended)
- 8) Subject to Important Notice Clause
- 9) Subject to Private Carriers Warranty
- 10) Subject to closed vehicle Warranty
- 11) Subject to Cargo Termination of Transit (Storage) Clause
- 12) Warranted that this policy shall run concurrent to the Sales Contract/Incoterms

13) Subject to SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100 (Amended)

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, United States of America or Switzerland.

14) Subject to RUSSIA, UKRAINE, AND BELARUS EXCLUSION CLAUSE:

"Excluding all losses, damages, liabilities or expenses caused by or arising from or in connection with any conflicts involving Russian armed forces, Russian-backed forces, and/or Russian authorities, within the territories (including territorial waters) of Ukraine, The Republic of Belarus, The Republic of Moldova and The Russian Federation (including the disputed territories of Donetsk Region, Luhansk Region and Crimea). Also excluded shall be all losses, damages, liabilities or expenses where the aforementioned conflict is deemed to be the direct cause of such losses, damages, liabilities or expenses.

Excluding all losses, damages, liabilities or expenses occurring in the territorial scope of The Russian Federation (including territorial waters) and/or any disputed territories (including but not limited to the Donetsk Region, Luhansk Region and Crimea), in respect of Russian insureds and reinsureds."

15) Subject to Marine Cyber Endorsement Clause LMA5403

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

16) Subject to Five Powers War Clause

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from 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.

JC2023-024

6th Jan 2023

17) Subject to War and Strike Risk Termination Clause

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

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this policy provides that war and strikes, riot and civil commotions risks (including terrorism) hereunder, then the cover afforded by this insurance in respect of such war and strikes, riot and civil commotions risks (including terrorism) shall be subject to



terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the risk ceded hereunder.

The acceptance of war and strikes, riot and civil commotions risks (including terrorism) under this contract is at all times subject to 72 hours' notice of cancellation by insurers or reinsurers. Such cancellation becoming effective on the expiry of 72 hours from midnight of the day on which notice of cancellation is issued by either party.

Notice of cancellation can be given by e mail and is deemed served at the time that the e mail is sent. Also, any notice of cancellation given to the placing insurance broker or intermediary under this section shall be deemed to satisfy any requirement of notice provided for anywhere in this insurance agreement and shall override any inconsistent provisions as to notice within this insurance agreement.

18) Subject to Oil Price Cap Warranty - where exposure to Russian oil exists. The insured represents and warrants that it is in compliance with the Russian price cap framework and any other restrictions on the supply or delivery of Russian oil and/or oil products applicable to it. The insured attests that:

- (a) it has received and retained price information demonstrating that the Russian oil and/or oil products was/were purchased at or below the cap; or
- (b) where not practicable to request and receive such information, it has obtained a signed attestation that the Russian oil and/or oil products was/were purchased at or below the cap or that the purchase of the Russian oil and/or oil products was pursuant to a licence or an exception.

19) Subject to JX2020-009A Communicable Disease Exclusion

20) Subject to Clause JX2020-007 - Joint Excess Loss Cyber Losses Clause

21) Subject to Specified Territory Exclusion Clause

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposures 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.

22) POLITICAL RISK, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION

Unless otherwise agreed, this Contract excludes any loss, damage, liability and expense arising from Political Risks, Financial Guarantees and Credit Risks as follows:

1. Any form of Contract Frustration business including non-payment or non-performance under any contractual agreement or financing instrument;
- 1.2 any form of Credit business, including non-payment or non-performance under any contractual agreement or financing instrument;
- 1.3 any form of Financial Guarantee other than those issued to prevent arrest or secure release of the vessel or those issued to or on behalf of a direct insured as required by law to permit the vessel to trade or operate in any given area;
- 1.4 Surety other than Salvage Guarantees, General Average Guarantees or Collision Guarantees;
- 1.5 any form of Confiscation, Nationalization, Expropriation, Deprivation unless written as part of a hull or cargo or specie war risk and then only to the extent that it would be recoverable under the relevant Institute War and Strikes clauses or their equivalent or as agreed by reinsurers at the inception of this Contract;
- 1.6 Forced Abandonment where personnel have been advised by a government or their management to evacuate from the country or region.

23) IRAN EXCLUSION CLAUSE

It is understood and agreed that this contract does not provide cover and does not include any liability to pay any claim or provide any benefit hereunder in respect of any risk from Iran.

"Iran risks" refers to any goods, services or (re)insured items or risks located in Iran, of Iranian origin, to be transported to or from Iran or directly or indirectly owned by an Iranian person or entity or in any other way subject to an Iranian interest.

24) NON-MARINE CARGO EXCLUSION CLAUSE

This Contract excludes:

1. Buildings;
  2. Fixtures, fittings and machinery of and at all premises unless insured in the ordinary course of transit as defined in the Institute Cargo Clauses;
  3. Business Interruption and other contingent risks, except for consequential loss resulting from a marine insured peril;
  4. Computer software and hardware other than prior to installation;
  5. Manufacturing and/or processing risks (Except Tea Crop Insurance), unless subject to the process clause as detailed herein;
  6. Electronic Transfer, unless resulting in a physical loss or damage;
- Stock and/or goods at retail premises other than that covered under Jewellers Block, Specie and/or Fine Arts Policies.

25) Policy covering ODC/OWC, is subject to ODC warranty (irrespective of NEW or Second hand machinery as follows):

Definition of ODC-Over Dimensional Cargo: Any items (including its packaging) with dimensions in excess of 12 m length and/or 2.5 m wide and/or 2.5 m high;

OWC- Over Weight Cargo (Heavy Lift): Any item including packing with a weight greater than 30 MT

Full condition warranty survey i.e. loading, unloading, approval of conveyance, lashing survey and route survey at all points by Lloyds/IRDAI approved surveyor at insured's cost. All recommendations of surveyor for safe transit of material to be complied by the Insured for ODC cargo.

1. Common Carrier to be a reputed transporter with sound financials. OD Cargo to be properly loaded and sufficiently secured.
2. Load carried should be within the approved carrying capacity of the subject vehicle.
3. Vehicle speed should be maintained as per the directions/advice of the supervising person.
4. Supervising person to suggest to driver about the road map of the contemplated transit, with special emphasis on the



overhead bridges/road curves and electrical wires/high-tension lines etc.  
5. Outer extreme ends of the OD Cargo to be put with enough electrical light signals and both parking lights of the carrying vehicles and electrical light signals of the cargo to be switched on in the night while the carrying vehicle remains stationary.  
6. Warranted that goods are transported in closed wagons/trucks or trucks to be covered with tarpaulin or any other waterproof material.

**Special terms and conditions**

Cover Risk:  
·All risk SRCC ITC A CIF 10 %.  
·Coverage for Loading and Unloading  
Each and every consignment should be declared through email on a monthly basis in excel sheet format.

**Survey & Claim Settlement By**

In Case of IMPORTS/DOMESTICS :  
Survey : In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to the Policy Issuing Office or nearest Branch/Divisional Office.

Nearest New India Assurance Company's Office or The Policy Issuing Office

**Claims Payable By:**  
Policy Issuing Office

| Taxable Value | Rate of Tax | Amount in INR |
|---------------|-------------|---------------|
|               |             | ₹10000        |
| SGST          | 9           | 0             |
| CGST          | 9           | 0             |
| IGST          | 0           | 1800          |

In witness whereof the undersigned being duly authorised by the Insurers and on behalf of the Insurers has (have) hereunder set his (their) hand(s) on this 06th day of September, 2024

For and on behalf of  
The New India Assurance Company Limited

Duly Constituted Attorney(s)

To intimate a Marine Cargo Claim, please visit the url <https://www.newindia.co.in/portal/intimateClaim>

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Tax Invoice No : 16050124P0006017

**IRDA Registration Number: 190**  
**NIA PAN NUMBER: AAACN4165C**