

# Oil and Natural Gas Corporation Ltd Corporate Materials Management

9<sup>th</sup> Floor, South Tower, SCOPE Minar, Laxmi Nagar, Delhi -110 092 Tel – (011) 22406044 Fax – (011) 22446494

Circular No. 18/2016

No: MAT/PMC/13(88)/2016 Dated: 06.04.2016

Sub: Marine Open Cover Policy.

It has been observed that T&S office, Mumbai has obtained Marine Open Cover Policy in respect of General Cargo & Inland Transit for the period from 01.01.2016 to 31.12.2016 from M/s United India Insurance Co. Ltd., Mumbai. All imports transits commencing from 01.01.2016 are thus covered on warehouse to warehouse basis as per PO norms. The details of Policies are as under:

SI No.	Open Cover No.	Transit	Description of Goods
1	0210001512531	Anywhere in world to anywhere in world	General Cargo
2	0210001512535	Anywhere in world to anywhere in world	Hazardous, GDR, Explosives etc.
3	0210001512538	Anywhere in India to anywhere in India	General Cargo
4	0210001512537	Anywhere in the world to anywhere in the world	Old & used Turbine & Turbine parts

In case of any damage/shortage of cargo noticed at ultimate consignee stores, necessary action has to be taken by ultimate consignee which also include arranging Insurance Survey immediately through the local office of the Insurance Company. Formal written notice of loss must be given to Insurance Company and Transporter immediately followed by regular monetary claim after ascertaining the actual losses. Para 38.2.2 of Integrated MM Manual is relevant for this matter. Any details/documents required in this regard may be obtained from T&S Office. The details of Policies are enclosed as Annexure-A.

Above guidelines should be meticulously followed by all concerned.

(C R Mohanty) ED-Chief MM Services

<u>Distribution:</u> (Through ONGC's intranet website 'ongcreports.net'). **All concerned may download the circular from the site. Hard copies are not distributed separately.** 

#### Copy to:

- 1. EO to CMD, ONGC, Jeevan Bharti Building, New Delhi.
- CEA to Director (T&FS) / Director (Offshore) / Director (HR) / Director (Exploration)/ Director (Onshore) / Director (Finance), ONGC, Jeevan Bharti Building, New Delhi.
- 3. CVO, ONGC, Jeevan Bharti Building, New Delhi.



STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI - 400020 MAHARASHTRA PHONE: (022) 22049948 FAX: EMAIL:

MARINE CARGO OPEN COVER Open Cover No.:0210001512531

PERIOD OF INSURANCE From 00:00 Hrs of 01/01/2016 To Midnight of 31/12/2016

Insured

## M/s OIL & NATURAL GAS CORPORATION

15, MAKER TOWERS, CUFFE PARADE, MUMBAI.

MUMBAI

MAHARASHTRA

400005

Agent Name Agent Code Mobile/Landline Number

REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014 Website: http://www.uiic.co.in, Email - info@uiic.co.in

#### MARINE CARGO OPEN COVER

WHE REAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured , their Executors, Administrators and Assigns that the Company will insure against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the schedule and/or attached hereto.

#### **SCHEDULE**

Open Cover No.	0210001512	531	Year	2015			
Name Of Insured/ID M/s OIL & NATURAL GAS CORPORATION/ 23011692112							
Tel. <b>(</b> <sup>0</sup> )	26274307	Fax		Tel. (R)	26274307	Mobile	9969225438
Business/Occupation	None		•	Email			
Peri of Insurance	From	00:00 Hrs of 01/01/2016		Midni	ght of 31/12	/2016	
Issued at:	DO 10 MUMBA	I on 01/01/2016					

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	·-·

Journey From	Journey To	Mode of Transit
ANYWHERE IN WORLD	ANYWHERE IN WORLD	Air/Rail/Road/Ocean

ID	Commodity Description	Name Of Goods	Packaging Description	Gross/Net Wt
1	GENERAL CARGO(DRILLING EQUIPMENT, TUBULAR, ACCESSORIES, MACHINERY, SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED MATERIALS)	OTHERS	STANDARD & CUSTOMARY	

#### Terms Of Insurance Covers : As per the following Clauses

Important Notice

MARINE CARGO OPEN COVER

Institute Ratio-Active Contamination exclusion Clause

Institute Cargo Clause (A)

INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post).

Inland Transit (Rail or Road) (A)

Sanction Limitation and Exclusion Clause

Institute War Clauses (Air Cargo)

Institute Strike Clauses (Air Cargo)

Institute War Clauses (Cargo)

Institute Strike Clauses (Cargo)

Strike, Riots and Civil Commotion Clause

Institute Theft Pilferage and Nondelivery Clause

Institute Radio-Active Contamination Exclusion Clause

IMPORTANT NOTICE

Institute Classification Clause

Institute Replacement Clause

Open Policy Clause

Marine Cargo Open Cover

This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.

Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or in case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

#### **SURVEY AND CLAIMS SETTLEMENT:**

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office

Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail		
ExcessAmount	0.25% SUB TO MIN RS.25,000/-	
Consignee Name		
On Each Consignment(%)	0	
On Claims Amt(%)	0	

Commodity Wise Cover Details:-

Commodity Description	Commodity Type	Cover Name	SI(₹)	Premium(₹)
GENERAL CARGO(DRILLNG EQUIPMENT, TUBULAR, ACCESSORIES, MACHINERY,	OTHERS	ICC A Cover	0.00	0.00
SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED		ICC AIR ExclSendingByPostCover		
MATERIALS)		ITC A Cover		

#### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 021000 on this 31st day of December 2015 .

For United India Insurance Co. Ltd.

**Authorised Signatory** 

#### **IMPORTANT NOTICE**

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 responsible for the purpose of averting or minimizing 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.
- To apply immediately for survey by Carrier's or other Bailee's Representaive, if any loss or damage be apparent and claim on the 2 carriers or other Bailees for any actual loss or damage found at the survey.
- In a circumstance, except under written protest, to give clean receipts where goods are in doubtful condition. 3
- 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. Note : The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the Authority at the port of discharge.

### SURVEY AND CLAIM SETTLEMENT

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 Lloyd's Agents as below.

In the event of any claim arising under this insurance request for settlement should be made to

who is/are authorized by United India Insurance Co.Ltd. to adjust and settle claims on behalf of the Company.

#### **DOCUMENTATION OF CLAIMS**

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

- Original policy or certificate of insurance.
- Original or copy of shipping invoices, together with shipping specification and/or weight notes.
- Original Bill of Lading and/or other contract of carriage.
- Survey report or other documentary evidence to show the extent of loss or damage.
- Landing account and weight notes at final destination.
- Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

#### 1.11.2002

### INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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

- In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the 1.1 combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other 1.2 nuclear assembly or nuclear component thereof
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or 1.3 matter.
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in 1.4 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.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE(U.S.A ENDORSEMENT)

This insurance is subject to the Institute Extended Radioactive Contamination Exclusion Clause 1st November 2002 provided That if fire is an insured peril and where the subject matter insured or in the case of a reinsurance, the subject matter by the original insurance, is within the U.S.A, its Islands, onshore territories or possessions and

a fire arises directly or indirectly from one or more of the causes detailed in sub-clauses 1.1, 1.2 and 1.4 of the Institute Extended Radioactive Contamination Exclusion Clause 1.11.2002 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance(reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

# CHEMICAL, BIOLOGICAL, BIO- CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSIONS CLAUSE

With respect to the peril of Terrorism as defined in the Terrorism Exclusion Clause, this clause shall be paramount and shall override anything contain in this insurance inconsistent therewith.

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

Cancellation Clause: The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.

#### Marine Cargo Open Cover

Cover is granted as follows subject to Conditions of the Company's Marine Cargo Policy

Limits:Always open for not exceeding 750000000 per any one approved vessel and or conveyance. In case of loss or damage to the insured interest in any locality, the company, notwithstanding anything to the contrary contained in this contract shall not be liable in respect of any one accidents arising out of the same event for more than their proportion of an amount upto but not exceeding the sum of \$\frac{\frac{7}}{7}50000000. The conveyance of the Insured interest upon interior waterways or inland transit shall not be deemed shipment within the meaning of the Clause.

Voyage: From ANYWHERE IN WORLD To ANYWHERE IN WORLD

Per: Any approved steamer and / or powered vessel of iron or steel construction as per Institute Classification clause attached , and / or by rail or other land conveyance on held covered at a permium to be arranged.

#### Interest & Terms:

Declaration Clause: Subject to conditions clause attached and affixed herewith.

- (a) Declarations under this Open Cover to be made by insured as soon as they have knowledge of shipments which are made. The Assured warrants that during the currency of this Open Cover they and/or their shippers will declare to the Company by cable or first available airmail each and every shipment without exception, whether arrived or not, to which this Open Cover attaches, on the date of receiving advices thereof or as soon thereafter as may be practicable.
- (b) The Assured shall not be prejudced owing to any unintentions error in, or omission or declarations of shipments under this Open Cover. The Company agrees to accept such declaration whenever error or omission is discovered.

Valuation Clause: The shipments insured hereunder are to be valued, premium included at the amount of invoice including all charges included in the invoice and including prepaid , and/or guaranteed freight plus 10% unless otherwise to the Company in accordance with the Insurance Act/Rules.

Period:All Sailings From 01/01/2016 To 31/12/2016

subject to cancellation on 30 days written notice, from either side. War, Stroke, Riot and Civil Commotion Risks, if covered are subject to 7 days cancellation in writing for risks that have not attched under the Institute Clause. For interior land transit in India(not in conjunction with an overseas voyages) 48 hours notice of cancellation applies for risks that have not attached under the institute SRCC Clause

Shut out Cargo: Cargo shut out ceases to be insured hereunder unless by previous arrangement in which case off such cargo must be specially declared upon receipt of advices that it is shut out.

#### 1.1.82

#### **INSTITUTE CARGO CLAUSES (AIR)**

(excluding sendings by Post)

#### RISKS COVERED

1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, Risks Clause 3 and 4 below.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - loss damage or expense attributable to willful misconduct of the Assured
  - ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
  - loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
  - loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
  - 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.
- 3 In no case shall this insurance cover loss damage or expense caused by
  - war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 3.3 derelict mines torpedoes bombs or other derelict weapons of war
- 4 In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil Clause

- commotions
- resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

#### 4.3 caused by any terrorist or any person acting from a political motive.

5 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of Transit Clause storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,

War Exclusion

Clause

General

Clause

Exclusions

Strikes Exclusion

- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
  - 5.1.2.1 for storage other than in the ordinary course of transit or
  - 5.1.2.1 for allocation or distribution

or

5.1.3 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

- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 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 the air carriers under the contract of carriage.
- **6** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage clause

- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, (or)
- 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- 7 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

  CLAIMS

Change of Transit Clause

Interest Clause

Charges Clause

Insurable

Forwarding

- 8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
  - .2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 9 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

ect-

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Constructive Total Loss Clause

11 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured

Increased Value Clause

11.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

under all other insurances.

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

MINIMISING LOSSES

- 13 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
  - 13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.

14 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.

Waiver Clause

Assured Clause

Not to Inure Clause

Duty of

#### AVOIDANCE OF DELAY

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

Reasonable Despatch clause

#### LAW AND PRACTICE

**16** This insurance is subject to English law and practice.

English Law and Practice Clause

NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### **INSTITUTE WAR CLAUSES (AIR CARGO)** (excluding sendings by Post)

#### **RISKS COVERED**

This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured Risks Clause 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, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- •1.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### **EXCLUSIONS**

- In no case shall this insurance cover
  - 2.1loss damage or expense attributable to wilful misconduct of the Assured

ExclusionsClause 2.2ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4loss damage or expense caused by inherent vice or nature of the subject-matter insured

- 2.5loss damage or expense arising from unfitness or aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8any claim based upon loss of or frustration of the voyage or adventure
- 2.9loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **DURATION**

3 3.1 This insurance

Transit Clause

General

- 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
- 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,

whichever shall first occur:

nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

- 3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs there from,
- 3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2
  - 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
  - 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
  - 3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
  - in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- 3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage. (For the purpose of Clause 3)

oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Transit Clause

5 Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void. CLAIMS

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

e Increased e Value Clausee d

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### BENEFIT OF INSURANCE

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

#### Not to Inure Clause

Duty of

Assured Clause

#### MINIMISING LOSSES

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

- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.
- 10 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

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

#### LAW AND PRACTICE

12

This insurance is subject to English law and practice.

Waiver Clause

Reasonable
Despatch
clause
English Law &
Practice
Clause

NOTE:-It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### 1.1.82

#### **INSTITUTE STRIKES CLAUSES (AIR CARGO)**

#### **RISKS COVERED**

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured. Risks Clause caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any terrorist or any person acting from a political motive.

#### **EXCLUSIONS**

In no case shall this insurance cover

General Exclusions Clause

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject -matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 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
- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### **DURATION**

3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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

3.1.1on delivery to the Consignees or other final warehouse, premises or place of storage at the destination named herein.

3.1.2on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1for storage other than in the ordinary course of transit or

3.1.2.2for allocation or distribution, or

3.1.3on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,
whichever shall first occur.

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 This insurance shall remain in force (subject to the termination as provided for above and to the provisions of Clause 4 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 the air carriers under the contract of carriage.

4 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

of Contract of Carriage Clause

Termination

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or

4.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Transit Clause

#### **CLAIMS**

**6** 1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest eriod Clause

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

Increased Value Clausee

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### BENEFIT OF INSURANCE

MINIMISING LOSSES

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

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

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.

10 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 waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

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

#### LAW AND PRACTICE

12 This insurance is subject to English law and practice.

Not to Inure Clause

Duty of Assured Clause

Waiver Clause

Reasonable Despatch clause English Law& Practice Clause

**NOTE:**-It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### **RISKS COVERED**

- This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Risks Clause Clauses 4, 5, 6 and 7 below.
- This insurance covers general average and salvage charges, adjusted or determined according to the contract General Average of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

Clause

"Both to Blame Collision" Clause

#### **EXCLUSIONS**

- In no case shall this insurance cover
  - loss damage or expense attributable to wilful misconduct of the Assured
  - ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - loss damage or expense caused by inherent vice or nature of the subject-matter insured 4.4
  - loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7 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.
- In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured.

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

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

- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- derelict mines torpedoes bombs or other derelict weapons of war. 6.3

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

caused by any terrorist or any person acting from a political motive.

**DURATION** 

- 8.1 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
  - 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.
  - 8.1.2on 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
    - 8.1.2.1 for storage other than in the ordinary course of transit or
    - 8.1.2.2 for allocation or distribution, or
  - 8.1.3 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.
  - 8.2 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.
  - 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 reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first

- if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
- 10 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters

General Exclusions Clause

Unseaworthiness and Unfitness **Exclusion Clause** 

War Exclusion Clause

Strikes Exclusion Clause

Transit Clause

Termination of Contract of Carriage Clause

Change of Voyage Clause

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-Insurable Interest Clause matter insured at the time of the loss. 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. 12 Where, as a result of the operation of a risk covered by this insurance the insured transit is terminated at a Forwarding port or place other than that to which the subject-matter is covered under this insurance, the Underwriters Charges Clause will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants. 13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is Constructive Total reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the Loss Clause cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. Increased Value 14 14.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-Clause matter insured at the time of the loss. 14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. **BENEFIT OF INSURANCE** Not to Inure Clause 15 This insurance shall not inure to the benefit of the carrier or other bailee. **MINIMISING LOSSES** Duty of Assured 16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Clause 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the Waiver Clause subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Reasonable **AVOIDANCE OF DELAY** Despatch clause 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. English Law and LAW AND PRACTICE Practice Clause 19 This insurance is subject to English law and practice.

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### 1.1.82

#### **INSTITUTE WAR CLAUSES (CARGO)**

#### RISKS COVERED

This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter Risks Clause

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war.

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

General Average Clause

General

Clause

Exclusions

#### **EXCLUSIONS**

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

loss damage or expense caused by inherent vice or nature of the subject-matter insured

- loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

any claim based upon loss of or frustration of the voyage or adventure

loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, insured,

Unseaworthiness and Unfitness

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

#### **DURATION**

5 5.1 This insurance

Transit Clause

- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur;

nevertheless.

subject to prompt notice to the Underwriters and to an additional premium, such insurance

- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
  - 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or
  - 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
  - 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
  - 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5)

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Voyage Clause

# 7 Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

9

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

Insurable Interest Clause

- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances

9.2 Where this insurance is on Increased Value the following clause shall apply:

The Agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and

Increased Value Clause liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In th In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

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

Not to Inure

#### MINIMISING LOSSES

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

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

Duty of Assured Clause

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.

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

Waiver Clause

#### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause English Law and Practice Clause

#### LAW AND PRACTICE

14 This insurance is subject to English law and practice.

**NOTE:-** It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### 1.1.82

#### **INSTITUTE STRIKES CLAUSES (CARGO)**

#### **RISKS COVERED**

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

Risks Clause

- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

General Average Clause

#### **EXCLUSIONS**

3 In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

General Exclusions Clause

- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 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
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4 4.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

Exclusion Clause

Unseaworthiness

and Unfitness

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subjectmatter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

#### **DURATION**

5.1 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

Transit Clause

- 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.
- 5.1.2 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

- 5.1.2.1 for storage other than in the ordinary course of transit or
- 5.1.2.2 for allocation or distribution, or
- 5.1.3 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.
- 5.2 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.
- This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 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 ship owners or charterers under the contract of affreightment.
- If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

Termination of Contract of Carriage Clause

- until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
- if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the 6.2 destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Voyage Clause

In order to recover under this insurance the Assured must have an insurable interest in the subject-matter 8 8.1 insured at the time of the loss.

Insurable Interest Clause

- Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- q If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under

Increased Value Clause

all other insurances. Where this insurance is on Increased Value the following clause shall apply:

The Agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total

In th In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

Not to Inure Clause

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

#### MINIMISING LOSSES

- It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

Duty of Assured Clause

- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.
- Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

#### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause Fnolish Law and Practice Clause

#### **LAW AND PRACTICE**

This insurance is subject to English law and practice.

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

#### **INLAND TRANSIT (RAIL OR ROAD) CLAUSE - A** (ALL RISKS)

#### RISKS COVERED

- This insurance covers all risks of loss or damage to the subject matter insured except as provided in clause Nos.2,3,& 4 below.
- In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to willful misconduct of the Assured.
  - 2.2 ordinary leakage ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.

- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured( for the purpose of this clause 2.3."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).
- 2.4 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject matter insured
- In no case shall this insurance cover loss damage or expense caused by
  - 3.1 War civil war revolution rebellion insurrection, or civil strife arising there from or any hostile act by or against a belligerent power.
  - 3.2 Capture seizure arrest restraint or detainment and the consequences there of any attempt there at
  - 3.3 Derelict mines' bombs or other derelict weapons of war.
- 4 In no case shall this insurance cover loss damage or expense
  - 4.1 caused by strikers. locked out workmen or persons taking part in labour disturbances, riots or civil commotions.
  - 4.2 resulting from strikers, lock outs, labour disturbance riots or civil commotions.
  - 4.3 caused by any terrorist or any person action from political motive.

#### **DURATION**

- 5 This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipments, if any
  - (i) Untill delivery to the final warehouse at the destination named in the policy or
  - (ii) In respect of transits by Rail only or rail and road untill expiry of 7 days after arrival of the railway wagon at the final destination railwaystation or
  - (iii) In respect of transit by Road only untill expiry of 7 days after arrival of the vehicle at the destination town named in the policy. whichever shall first occur.
- N.B 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the final
  - destination railway station or vehicle at the destination town named in this policy
  - 2.Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out Agency.

#### **CLAIMS**

- 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.
  - 6.2 Subject to 6.1 above the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the underwriters were not.

#### **BENEFIT OF INSURANCE**

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

#### MINIMIZING LOSSES

- 8 It is the duty of Assured and their servants and agents in respect of loss recoverable hereunder.
  - 8.1 to take such measures as may be reasonable for the purpose or averting of minimizing such loss and.
  - 8.2 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 relavant 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.
- 9 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.

#### AVOIDANCE OF DELAY

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

# "STRIKES RIOT AND CIVIL COMMOTIONS CLAUSE" (INLAND TRANSIT NOT IN CONJUCTION WITH OCEAN GOING VOYAGE)

#### RISKS COVERED

- 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 terrorist or any person acting from a political motive
  - °1.3. persons acting maliciously.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter 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 damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power

#### 1.12.82

#### INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject - matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

#### **Importance Notice**

Procedure in the event of Loss or Damage for which Underwriters may be liable.

#### LIABILITY OF CARRIES, 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 minimizing 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:-

- 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- 2. To apply immediately for survey by Carrier's or other Bailee's Representative, 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.
- 3. In a circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- 4. 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.
- Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the port Authority at the port of discharge.

#### **SURVEY AND CLAIM SETTLEMENT**

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 Lloyd's Agents as below.

In the event of any claim arising under this insurance request for settlement should be made to

who is/are authorized by United India Insurance Co. Ltd to adjust and settle claims on behalf of the Company.

#### **DOCUMENTATION OF CLAIMS**

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

- Original policy or certificate of insurance.
- Original or copy of shipping invoices, together with shipping specification and/or weight notes.
- Original Bill of Lading and/or other contract of carriage.
- 4. Survey report or other documentary evidence to show the extent of the loss or damage
- 5. Landing account and weight notes at final destination.
- 5. Correspondence exchanged with the Carries and other Parties regarding their liability for the loss or damage.

#### 13.4.92

#### **INSTITUTE CLASSIFICATION CLAUSE**

The marine transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction, classed as below by one of the following classification societies:

Lloyd's Register

American Bureau of Shipping

Bureau Veritas

China Classification Society

Germanischer Lloyd

Korean Register of Shipping

Maritime Register of Shipping

Nippon Kaiji Kyokai

Norske Veritas

Registro Italiano

#### Provided such Vessels are:

a) (i) not bulk and/or combination carriers over 10 years of age;

(ii)not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.

b) (i) not over 15 years of age; OR

(ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.

CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

OPEN POLICY CLAUSES

1. This open Policy is effected to insure the interest specified herein despatched either by or for account of the Assured in which they have an insurable interest.

It is a condition of the Policy that the Assured are bound to declare hereunder each and every consignment without exception, underwriters being bound to accept upto but not exceeding the amount specified in Clause IV below

#### PERIOD OF POLICY

2. This Policy is to remain in force for a period of 12 months From 01/01/2016 to 31/12/2016 (both days inclusive) unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations whichever is earlier.

#### DECLARATION CLAUSE

3. The assured warrants that during the currency of this Open Policy they will declare to the company within 48 hours from the time risk attaches, all shipments to which this Open Policy attaches, failure to so declare shall at the Company's option render this Open Policy void as from the date of such failure. Acceptance of any declaration by the Company declared after the time limit stipulated in this warranty shall not be taken as a waiver and as a precedent for future declarations.

(OR)

It is hereby agreed that the Insured will record full particulars of each despatch in Declaration Statement in the chronological order assigning declaration number for each such despatch. A copy of the statement so completed, should be posted to the Company every fortnight/month, preferably during the first week of the following fortnight/month.(Strike whichever is not applicable)

#### LIMIT PER CONVEYANCE

**4.** This Policy is for total Sum Insured of ₹0 however the amount declarable on any one despatch/sending is subject to a limit of ₹750000000 per conveyance and/or ₹750000000 per location.

#### **VALUATION CLAUSE**

**5.** This shipments insured hereunder are to be valued at the invoice cost plus the expenses of and incidental to shipping (if not already included in the invoice cost) and the charges of Insurance plus 10% upon the whole unless declared otherwise to the Company before shipment and before any known or reported loss.

#### **CANCELLATION CLAUSE**

**6.** This Policy is subject to cancellation by either party on giving 7 days Notice in writing to this effect (except in the cases of SR & CC risks which is subject to 48 hours notice of cancellation). Notice Period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

#### **INSPECTION OF RECORDS**

7. The Company and/or its Agent will have the privilege at any time during business hours to inspect assured's records of despatches made within the terms of the Open Policy.

#### **CLAIMS**

8. In the event of any loss which may give rise to a claim under this Open Policy, immediate notice thereof in writing should be given to this office of the Company at DO 10 MUMBAI and also to the Company's Divisional Office nearest to the destination or the place of loss for holding a survey, if necessary.

The liability of the Company is only to succeed and not in any way supercede any claim which the Insured may be entitled to make upon any carriers or other bailee who are primarily liable for the loss.

#### CONDITION PRECEDENT

**9.** The due observance and fulfillment of the terms and conditions of this contract in so far as these relate to anything to be done or complied with by the Assured shall be condition precedent to the liability of the Company to make payments hereunder.

#### OTHER CONDITIONS, IF ANY(AS ATTACHED)



## **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512531	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	2	<b>Endorsement Effective Date</b>	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601180132124 & 01/01/2016
Endorsement Type	Any Change not Affecting the Premium Rating

CO-INSURANCE DETAILS:	UIIC 021000: 100%	

**REASON FOR ENDORSEMENT:** 

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016

ENDORSEMENT WORDING: Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016.

> It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

Date: 18/01/2016

IN WITNESS WHEREOF SIGNED FOR AND ON BEHALF-OF UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)



## **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512531	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601010075059 & 01/01/2016
Endorsement Type	Any Change not Affecting the Premium Rating

CO-INSURANCE DETAILS:	UIIC 021000: 100%	

REASON FOR ENDORSEMENT: Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft 4) Premimum Rate: 0.01%.

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft 4) Premimum Rate: 0.01%..

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

 This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON **BEHALF OF** 

UNITED INDIA INSURANCE COMPANY LIMITED

Date:01/01/2016

Duly Constituted Attorney(s)



STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI - 400020 MAHARASHTRA PHONE: (022) 22049948 FAX: EMAIL:

MARINE CARGO OPEN COVER Open Cover No. :0210001512538

PERIOD OF INSURANCE From 00:00 Hrs of 01/01/2016

Insured

# M/s OIL & NATURAL GAS CORPORATION

15, MAKER TOWERS, CUFFE PARADE, MUMBAI.

MUMBAI

MAHARASHTRA

400005

Agent Name Agent Code Mobile/Landline Number

REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014 Website: http://www.uiic.co.in, Email - info@uiic.co.in

#### MARINE CARGO OPEN COVER

WHEREAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured , their Executors, Administrators and Assigns that the Company will insure against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the schedule and/or attached hereto.

#### **SCHEDULE**

Open Cover No.	0210001512	2538	Year	2015	-		
Name Of Insured/ID	M/s OIL & I	NATURAL GAS CORPORATION	N/ 23011692112				
Tel. <b>(</b> 0)	26274307	Fax		Tel. (R)	26274307	Mobile	9969225438
Business/Occupation	None			Émail			
Period of Insurance	From	00:00 Hrs of 01/01/2016		Midni	ght of 31/12	/2016	-
Issued at:	DO 10 MUMBA	AI on 01/01/2016					

		 <del></del>
CO-INSURANCE DETAILS:	UIIC 021000 : 100%	i
CO AMBONGMICE BENNIED.	1	
•		 

Journey From	Journey To	Mode of Transit
ANYWHERE IN INDIA	ANYWHERE IN INDIA	Air/Rail/Road

ID	Commodity Description	Name Of Goods	Packaging Description	Gross/Net Wt
	GENERAL CARGO (DRILLNG EQUIPMENT, TUBULAR, ACCESSORIES, MACHINERY, SPARE		,	
	PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED MATERIALS )	OTHERS	CUSTOMARY	

Location Clause: Not withstanding anything to the contrary Contained in this contract Underwriters liability in respect of any one accident or series of accidents arising from the the same event in any one location shall not exceed the Sum of Per Regd. post Per any one Aircraft ₹2250000000 Per any one Vessel ₹2250000000

#### Terms Of Insurance Covers : As per the following Clauses

Important Notice
MARINE CARGO OPEN COVER
Institute Ratio-Active Contamination exclusion Clause
INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post)
Inland Transit (Rail or Road) (A)
Strike, Riots and Civil Commotion Clause

IMPORTANT NOTICE Open Policy Clause

Marine Cargo Open Cover

This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.

Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or in case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

#### **SURVEY AND CLAIMS SETTLEMENT:**

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office

Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail		
ExcessAmount	0.25% SUB.TO MIN. RS.25,000/-	
Consignee Name		
On Each Consignment(%)	0	
On Claims Amt(%)	0	· · · · · · · · · · · · · · · · · · ·

Commodity Wise Cover Details:-

Commodity wise cover betails:-				
Commodity Description	Commodity Type	Cover Name	SI(₹)	Premium(₹)
GENERAL CARGO (DRILLING EQUIPMENT, TUBULAR, ACCESSORIES,	OTHERS	ICC AIR ExclSendingByPostCover	0.00	0.00
MACHINERY, SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES,		ITC A Cover		

MACHINERY CONTROL CARD	AND	ALL
OTHER ALLIED MATERIALS )		

#### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 021000 on this 31st day of December 2015 .

For United India Insurance Co. Ltd.

Authorised Signatory

No. 021990

#### IMPORTANT NOTICE

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 responsible for the purpose of averting or minimizing 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:-

- 1 To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- To apply immediately for survey by Carrier's or other Bailee's Representaive, if any loss or damage be apparent and claim on the carriers or other Bailees for any actual loss or damage found at the survey.
- 3 °In a circumstance, except under written protest, to give clean receipts where goods are in doubtful condition.
- 4 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. Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the Authority at the port of discharge.

#### SURVEY AND CLAIM SETTLEMENT

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 Lloyd's Agents as below.

In the event of any claim arising under this insurance request for settlement should be made to

who is/are authorized by United India Insurance Co.Ltd. to adjust and settle claims on behalf of the Company.

#### **DOCUMENTATION OF CLAIMS**

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

- Original policy or certificate of insurance.
- 2 Original or copy of shipping invoices, together with shipping specification and/or weight notes.
- 3 Original Bill of Lading and/or other contract of carriage.
- 4 Survey report or other documentary evidence to show the extent of loss or damage.
- 5 Landing account and weight notes at final destination.
- 6 Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

#### 1.11.2002

#### INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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

- 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 ionizing 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.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE(U.S.A ENDORSEMENT)

This insurance is subject to the Institute Extended Radioactive Contamination Exclusion Clause 1st November 2002 provided That if fire is an insured peril and where the subject matter insured or in the case of a reinsurance, the subject matter by the original insurance, is within the U.S.A, its Islands, onshore territories or possessions and

a fire arises directly or indirectly from one or more of the causes detailed in sub-clauses 1.1, 1.2 and 1.4 of the Institute Extended Radioactive Contamination Exclusion Clause 1.11.2002 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance(reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

#### CHEMICAL, BIOLOGICAL, BIO- CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSIONS CLAUSE

With respect to the peril of Terrorism as defined in the Terrorism Exclusion Clause, this clause shall be paramount and shall override anything contain 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 Any chemical, biological, bio-chemical or electromagnetic weapon or device.

**Cancellation Clause:** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.

#### **Marine Cargo Open Cover**

Cover is granted as follows subject to Conditions of the Company's Marine Cargo Policy

Limits:Always open for not exceeding ₹750000000 per any one approved vessel and or conveyance. In case of loss or damage to the insured interest in any locality, the company, notwithstanding anything to the contrary contained in this contract shall not be liable in respect of any one accidents arising out of the same event for more than their proportion of an amount upto but not exceeding the sum of \$\frac{7}{500000000}\$. The conveyance of the Insured interest upon interior waterways or inland transit shall not be deemed shipment within the meaning of the Clause.

Voyage: From ANYWHERE IN INDIA To ANYWHERE IN INDIA

Per: Any approved steamer and / or powered vessel of iron or steel construction as per Institute Classification clause attached , and / or by rail or other land conveyance on held covered at a permium to be arranged.

#### Interest & Terms:

Declaration Clause: Subject to conditions clause attached and affixed herewith.

- (a) Declarations under this Open Cover to be made by insured as soon as they have knowledge of shipments which are made. The Assured warrants that during the currency of this Open Cover they and/or their shippers will declare to the Company by cable or first available airmail each and every shipment without exception, whether arrived or not, to which this Open Cover attaches, on the date of receiving advices thereof or as soon thereafter as may be practicable.
- (b) The Assured shall not be prejudced owing to any unintentions error in, or omission or declarations of shipments under this Open Cover. The Company agrees to accept such declaration whenever error or omission is discovered.

Valuation Clause: The shipments insured hereunder are to be valued, premium included at the amount of invoice including all charges included in the invoice and including prepaid , and/or guaranteed freight plus 10% unless otherwise to the Company in accordance with the Insurance Act/Rules.

Period: All Sailings From 01/01/2016 To 31/12/2016

subject to cancellation on 30 days written notice, from either side. War, Stroke, Riot and Civil Commotion Risks, if covered are subject to 7 days cancellation in writing for risks that have not attched under the Institute Clause. For interior land transit in India(not in conjunction with an overseas voyages) 48 hours notice of cancellation applies for risks that have not attached under the institute SRCC Clause

Shut out Cargo: Cargo shut out ceases to be insured hereunder unless by previous arrangement in which case off such cargo must be specially declared upon receipt of advices that it is shut out.

#### 1.1.82

#### **INSTITUTE CARGO CLAUSES (AIR)**

(excluding sendings by Post)

#### RISKS COVERED

1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, Risks Clause 3 and 4 below.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to willful misconduct of the Assured

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

- loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
- loss damage or expense caused by inherent vice or nature of the subject-matter insured
- loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured 2.6
- loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 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.

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

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

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

3.3 derelict mines torpedoes bombs or other derelict weapons of war

4 In no case shall this insurance cover loss damage or expense

Strikes Exclusion Clause

Clause

General

Clause

Exclusions

- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 4.3 caused by any terrorist or any person acting from a political motive.

#### **DURATION**

5 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of Transit Clause storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,

War Exclusion

- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
  - 5.1.2.1 for storage other than in the ordinary course of transit or
  - 5.1.2.1 for allocation or distribution

or

5.1.3 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

- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 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 the air carriers under the contract of carriage.
- **6** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage clause

- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, (or)
- 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- **7** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Transit Clause

#### **CLAIMS**

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss

Insurable Interest Clause

- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- **9** Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

Forwarding Charges Clause

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Constructive Total Loss Clause

- 11 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
  - f Increased Value | Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

11.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

Not to Inure Clause

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

#### MINIMISING LOSSES

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

Duty of Assured Clause

- 13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and 13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised 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.

  14 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

Waiver Clause

the rights of either party. **AVOIDANCE OF DELAY** 

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

Reasonable Despatch clause

#### LAW AND PRACTICE

16 This insurance is subject to English law and practice.

English Law and Practice Clause

NOTE:It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

# INLAND TRANSIT (RAIL OR ROAD) CLAUSE - A (ALL RISKS)

#### RISKS COVERED

1 This insurance covers all risks of loss or damage to the subject matter insured except as provided in clause Nos.2,3,& 4 below.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to willful misconduct of the Assured.
  - 2.2 ordinary leakage ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured( for the purpose of this clause 2.3."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).
  - 2.4 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against
  - 2.5 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 3 In no case shall this insurance cover loss damage or expense caused by
  - 3.1 War civil war revolution rebellion insurrection, or civil strife arising there from or any hostile act by or against a belligerent power.
  - 3.2 Capture seizure arrest restraint or detainment and the consequences there of any attempt there at
  - 3.3 Derelict mines' bombs or other derelict weapons of war.
- 4 In no case shall this insurance cover loss damage or expense
  - 4.1 caused by strikers. locked out workmen or persons taking part in labour disturbances, riots or civil commotions.
  - 4.2 resulting from strikers, lock outs, labour disturbance riots or civil commotions.
  - 4.3 caused by any terrorist or any person action from political motive.

#### **DURATION**

- This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipments, if any
  - (i) Untill delivery to the final warehouse at the destination named in the policy or
  - (ii) In respect of transits by Rail only or rail and road untill expiry of 7 days after arrival of the railway wagon at the final destination railwaystation or
  - (iii) In respect of transit by Road only untill expiry of 7 days after arrival of the vehicle at the destination town named in the policy. whichever shall first occur.
- **N.B** 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the final destination railway station or vehicle at the destination town named in this policy
  - 2.Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out Agency.

#### **CLAIMS**

- **6**.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.
  - 6.2 Subject to 6.1 above the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the underwriters were not.

#### **BENEFIT OF INSURANCE**

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

#### MINIMIZING LOSSES

- 8 It is the duty of Assured and their servants and agents in respect of loss recoverable hereunder.
  - 8.1 to take such measures as may be reasonable for the purpose or averting of minimizing such loss and.
  - 8.2 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 relavant 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.
- 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.

#### **AVOIDANCE OF DELAY**

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

# "STRIKES RIOT AND CIVIL COMMOTIONS CLAUSE" (INLAND TRANSIT NOT IN CONJUCTION WITH OCEAN GOING VOYAGE)

#### RISKS COVERED

- 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 terrorist or any person acting from a political motive
  - 1.3. persons acting maliciously.

#### **EXCLUSIONS**

- 2 In no case shall this insurance cover
  - 2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter 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 damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power

#### **Importance Notice**

Procedure in the event of Loss or Damage for which Underwriters may be liable.

#### LIABILITY OF CARRIES, 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 minimizing 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:-

- 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- 2. To apply immediately for survey by Carrier's or other Bailee's Representative, 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.
- 3. In a circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- 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.
  - Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the port Authority at the port of discharge.

#### SURVEY AND CLAIM SETTLEMENT

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 Lloyd's Agents as below.

In the event of any claim arising under this insurance request for settlement should be made to

who is/are authorized by United India Insurance Co. Ltd to adjust and settle claims on behalf of the Company.

#### **DOCUMENTATION OF CLAIMS**

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

- 1. Original policy or certificate of insurance.
- 2. Original or copy of shipping invoices, together with shipping specification and/or weight notes.
- Original Bill of Lading and/or other contract of carriage.
- 4. Survey report or other documentary evidence to show the extent of the loss or damage
- 5. Landing account and weight notes at final destination.
- 6. Correspondence exchanged with the Carries and other Parties regarding their liability for the loss or damage.

#### **OPEN POLICY CLAUSES**

1. This open Policy is effected to insure the interest specified herein despatched either by or for account of the Assured in which they have an insurable interest.

It is a condition of the Policy that the Assured are bound to declare hereunder each and every consignment without exception, underwriters being bound to accept upto but not exceeding the amount specified in Clause IV below

#### PERIOD OF POLICY

2. This Policy is to remain in force for a period of 12 months From 01/01/2016 to 31/12/2016 (both days inclusive) unless cancelled previously by either side as per Cancellation Clause herein or Sum Insured is exhausted by declarations whichever is earlier.

#### **DECLARATION CLAUSE**

**3.** The assured warrants that during the currency of this Open Policy they will declare to the company within 48 hours from the time risk attaches, all shipments to which this Open Policy attaches, failure to so declare shall at the Company's option render this Open Policy void as from the date of such failure. Acceptance of any declaration by the Company declared after the time limit stipulated in this warranty shall not be taken as a waiver and as a precedent for future declarations. (OR)

It is hereby agreed that the Insured will record full particulars of each despatch in Declaration Statement in the chronological order assigning declaration number for each such despatch. A copy of the statement so completed, should be posted to the Company every fortnight/month, preferably during the first week of the following fortnight/month.(Strike whichever is not applicable)

#### LIMIT PER CONVEYANCE

**4.** This Policy is for total Sum Insured of ₹0 however the amount declarable on any one despatch/sending is subject to a limit of ₹750000000 per conveyance and/or ₹750000000 per location.

#### **VALUATION CLAUSE**

**5.** This shipments insured hereunder are to be valued at the invoice cost plus the expenses of and incidental to shipping (if not already included in the invoice cost) and the charges of Insurance plus 10% upon the whole unless declared otherwise to the Company before shipment and before any known or reported loss.

#### **CANCELLATION CLAUSE**

**6.** This Policy is subject to cancellation by either party on giving 7 days Notice in writing to this effect (except in the cases of SR & CC risks which is subject to 48 hours notice of cancellation). Notice Period shall commence from midnight of the day when it is issued. But cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

#### INSPECTION OF RECORDS

7. The Company and/or its Agent will have the privilege at any time during business hours to inspect assured's records of despatches made within the terms of the Open Policy.

#### CLAIMS

**8.** In the event of any loss which may give rise to a claim under this Open Policy, immediate notice thereof in writing should be given to this office of the Company at DO 10 MUMBAI and also to the Company's Divisional Office nearest to the destination or the place of loss for holding a survey, if necessary.

The liability of the Company is only to succeed and not in any way supercede any claim which the Insured may be entitled to make upon any carriers or other bailee who are primarily liable for the loss.

#### **CONDITION PRECEDENT**

**9.** The due observance and fulfillment of the terms and conditions of this contract in so far as these relate to anything to be done or complied with by the Assured shall be condition precedent to the liability of the Company to make payments hereunder.

#### OTHER CONDITIONS, IF ANY(AS ATTACHED)



### **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512538	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

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I Insured Reduest No. & Date	201601290163252 & 01/01/2016		
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Endorsement Type	Any Change not Affecting the Premiu	m Rating	
Little   Delicate   Little	Lary change not anecong the rigina		
The state of the s			

CO-INSURANCE DETAILS:	LUIIC 021000 : 100%		

REASON FOR ENDORSEMENT: Correct Terms & Conditions w.e.f. 1/1/2016 is as below : 1) Bass of valuation : C & F, 2) Limit per Bottom : INR 25,00,00,000/- per any one vehicle, 3) Excess : @ 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC @ 0.012%.

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions w.e.f. 1/1/2016 is as below: 1) Bass of valuation: C & F, 2) Limit per Bottom: INR 25,00,00,000/- per any one vehicle, 3) Excess: @ 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC @ 0.012%.

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON UNITED INDIA INSURANCE COMPANY LIMITED

**Duly Constituted Attorney(s)** 

Date: 29/01/2016



## **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512538	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	<b>Endorsement Effective Date</b>	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

insured Request No. & Date	201601290163252 & 01/01/2016
Endorsement Type Any Change not Affecting the Premium Rating	

ı	UIIC 021000 : 100%	

REASON FOR ENDORSEMENT: Correct Terms & Conditions w.e.f. 1/1/2016 is as below: 1) Bass of valuation: C & F, 2) Limit per

Bottom: INR 25,00,00,000/- per any one vehicle, 3) Excess: @ 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC @ 0.012%.

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions w.e.f. 1/1/2016 is as below: 1) Bass of valuation: C & F, 2) Limit per Bottom: INR 25,00,00,000/- per any one vehicle, 3) Excess: @ 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC @ 0.012%. .

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON **BEHALF OF** UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)

Date: 29/01/2016

#### MARINE CARGO OPEN COVER

WHEREAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured , their Executors, Administrators and Assigns that the Company will Insure against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the schedule and/or attached hereto.

#### SCHEDULE

	021000151		Year	2015			17-27
Name Of Insured/ID	M/s OIL &	NATURAL GAS CORPORATION	N/ 230116921	12			
Tel.(0)	26274307	Fax		Tel.	26274307	Mobile	9969225438
Business/Occupation	None	* 1"	<del></del>	Email			
Period of Insurance	From	00:00 Hrs of 01/01/2016			ght of 31/12	/2016	
Issued at:	DO 10 MUMB	AI on 01/01/2016			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	

Journey From	Journey To	Mode of Transit
ANYWHERE IN INDIA	ANYWHERE IN INDIA	Air/Rail/Road

ID	Commodity Description	Name Of Goods	Packaging Description	Gross/Net Wt
1	GENERAL CARGO (DRILLING EQUIPMENT, TUBULAR, ACCESSORIES, MACHINERY, SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED MATERIALS)	OTHERS	CUSTOMARY	

Location Clause: Not withstanding anything to the contrary Contained in this contract Underwriters liability in respect of any one accident or series of accidents arising from the the same event in any one location shall not exceed the Sum of Per Regd. post Per any one Aircraft \$2250000000 Per any one Vessel \$2250000000

### Terms Of Insurance Covers : As per the following Clauses

Important Notice MARINE CARGO OPEN COVER Institute Ratio-Active Contamination exclusion Clause INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) Inland Transit (Rail or Road) (A) Strike, Riots and Civil Commotion Clause IMPORTANT NOTICE Open Policy Clause Marine Cargo Open Cover

This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.

Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or in case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

#### SURVEY AND CLAIMS SETTLEMENT:

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail
ExcessAmount
Consignee Name 0.25% SUB.TO MIN. RS.25,000/-

On Each Consignment(%)	0	
On Claims Amt(%)	0	

Commodity Description	Commodity Type	Cover Name	SI(₹)	Premium(₹)
GENERAL CARGO (DRILLING EQUIPMENT, TUBULAR, ACCESSORIES,	OTHERS	ICC AIR ExclSendIngByPostCover	0.00	0.00
MACHINERY, SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES,		ITC A Cover	- A	

MACHINERY	CONTROL	CARD	AND	ALL
OTHER ALLI	ED MATER	TALS )		

#### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 021 000 on this 31st day of December 2015.

Authorised Signatory



# UNITED INDIA INSURANCE COMPANY LIMITED ENDORSEMENT SCHEDULE MARINE OPEN COVER POLICY

Policy Number	0210001512538	Department	Marine Cargo
Previous Policy Number		10	
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI, MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

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Insured Request No. & Date	201601290163252 & 01/01/2016	2	
Endorsement Type	Any Change not Affecting the Premium Rating		

•	CO-INSURANCE DETAILS: UIIC 021000 : 100%	
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REASON FOR ENDORSEMENT: Correct Terms & Conditions w.e.f. 1/1/2016 is as below: 1) Bass of valuation: C & F, 2) Limit per Bottom: INR 25,00,00,000/- per any one vehicle, 3) Excess: @ 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC @ 0.012%.

ENDORSEMENT WORDING:

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that. Correct Terms & Conditions w.e.f. 1/1/2016 is as below: 1) Bass of Valuation: C & F, 2) Limit per Bottom: INR 25,00,00,000/- per any one vehicle, 3) Excess: © 0.25% of consignment value subject to minimum of Rs.25,000/-, 4) Premium Rate including WAR & SRCC © 0.012%.

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At: DO 10 MUMBAL - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITHESS WHEREOF SIGNED FOR AND ON SEHALF OF UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)

Date:29/01/2016

#### MARINE CARGO OPEN COVER

WHE REAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agre ed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured, their Executors, Administrators and Assigns that the Company will insure against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the schedule and/or attached hereto.

### SCHEDULE

Open Cover No.	0210001512531 Year			2015			
Name Of Insured/ID	d/ID M/s OIL & NATURAL GAS CORPORATION/ 23011692112						
Tel.(0)	26274307	Fax		Tel. (R)	26274307	Mobile	99 69225438
Business/Occupation	None			Email			
Period of Insurance	From	00:00 Hrs of 01/01/2016		Midni	ght of 31/12	/2016	
Issued at:	DO 10 MUMB	AI on 01/01/2016			***************************************		

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	2
9		

Journey From	Journey To	Mode of Transit
ANYWHERE IN WORLD	ANYWHERE IN WORLD	Air/Rall/Road/Ocean

ID	, Commodity Description	Name Of Goods	Packaging Description	Gross/Net Wt
1	GENERAL CARGO(DRILLNG EQUIPMENT, TUBULAR, ACCESSORIES, MACHINERY, SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED MATERIALS)	OTHERS	STANDARD & CUSTOMARY	

Location Clause: Not withstanding anything to the contrary Contained in this contract Underwriters liability in respect of any one accident or series of accidents arising from the the same event in any one location shall not exceed the Sum of Per Regd. post Per any one Aircraft ₹ \$50000000 Per any one Vessel ₹ \$50000000

### Terms Of Insurance Covers : As per the following Clauses

Important Notice MARINE CARGO OPEN COVER Institute Ratio-Active Contamination exclusion Clause Institute Cargo Clause (A) INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) Inland Transit (Rail or Road) (A)
Sanction Limitation and Exclusion Clause Institute War Clauses (Air Cargo) Institute Strike Clauses (Air Cargo)
Institute War Clauses (Cargo)
Institute Strike Clauses (Cargo) Strike, Riots and Civil Commotion Clause Institute Theft Pilferage and Nondelivery Clause Institute Radio-Active Contamination Exclusion Clause IMPORTANT NOTICE Institute Classification Clause Institute Replacement Clause Open Policy Clause Marine Cargo Open Cover

This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.

Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or In case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

#### SURVEY AND CLAIMS SETTLEMENT:

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail				
ExcessAmount	0.25% SUB TO MIN RS.25,000/-			
Consignee Name				
On Each Consignment(%)	0			
On Claims Amt(%)				

<ul> <li>Commodity Description</li> </ul>	Commodity Type	Cover Name	SI(₹)	Premium(₹)
GENERAL CARGO(DRILLNG EQUIPMEN		ICC A Cover	0.00	0.00
TUBULAR, ACCESSORIES, MACHINERY SPARE PARTS, TOOLS, CHEMICALS, CONSUMABLES, MACHINERY CONTROL CARD AND ALL OTHER ALLIED		ICC AIR ExclSendingByPostCover		
MATERIALS)		ITC A Cover		

#### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 021000 on this 31st day of December 2015 .

For United India Insurance Co. Ltd.

**Authorised Signatory** 



# ENDORSEMENT SCHEDULE MARINE OPEN COVER POLICY

Policy Number	0210001512531	Department	Marine Cargo
Previous Policy Number	,		
Type of Policy	Marine Open Cover Policy	Agent Name/Code	T
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	2	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address  15, MAKER TOWERS, CUFFE PARADE, MUMBAI.  MUMBAI MAHARASHTRA 400005		Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601180132124 & 01/01/2016	1
Endorsement Type	Any Change not Affecting the Premium Rating	

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	
	10110 021000 1 100 70	

REASON FOR ENDORSEMENT:

NOTWITHSTANDING ANYTHING TO THE CONTRARY,IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016

ENDORSEMENT WORDING:

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016.

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At: DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct,

Date: 18/01/2016

IN WITNESS WHEREOF SIGNED FOR AND ON BEHALF OF UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)



### **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512531	Department	Marine Cargo
Previous Policy : Number		· · · · · · · · · · · · · · · · · · ·	
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address  15, MAKER TOWERS, CUFFE PARADE, MUMBAI.  MUMBAI MAHARASHTRA 400005		Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601010075059 & 01/01/2016	
Endorsement Type	Any Change not Affecting the Premium Rating	

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	

REASON FOR ENDORSEMENT: Correct Terms & Conditions W.E.F. 1/1/2016 Is as below :1) Basis of valuation: C&F 2) Storage: 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft 4) Premimum Rate: 0.01%.

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage; 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft 4) Premimum Rate: 0.01%..

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

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IN WITNESS WHEREOF SIGNED FOR AND ON **BEHALF OF** 

UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)

Date:01/01/2016

### MARINE CARGO OPEN COVER

WHEREAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured , their Executors, Administrators and Assigns that the Company will insure against loss,damage,liability or expense subject to the clauses,endorsements,conditions and warranties contained in the schedule

#### **SCHEDULE**

Open Cover No.	021000151	2535	Year	2015			
Name Of Insured/ID	M/s OIL &	NATURAL GAS CORPORATIO	N/ 23011692112	12010			
Tel.(0)	26274307	Fax		Tel.	26274307	Mobile	9969225438
Business/Occupation	None	<del></del>		(R) Email	1027 1007	riodiic	3909223430
Period of Insurance		00:00 Hrs of 01/01/2016 AI on 01/01/2016			ght of 31/12	/2016	*

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	
	1949 90000 1 20070	

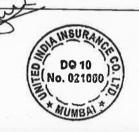
Journey From	Journey To	Mode of Transit
ANYWHERE IN THE WORLD	ANYWHERE IN THE WORLD	Air/Rail/Road/Ocean
		/ III / Noily Node/ Occasi

ID	Commodity Description	Name Of	Packaging Description	Gross/Net
1	ALL TYPES OF HAZARDOUS CHEMICALS, DGR CARGO, EXPLOSIVES, RADIOACTIVE MATERIALS ETC	OTHERS	CUSTOMARY	Wt

Location Clause: Not withstanding anything to the contrary Contained in this contract Underwriters liability in respect of any one accident or series of accidents arising from the the same event in any one location shall not exceed the Sum of Per Regd. post Per any one Aircraft \$\frac{7}{2}\$ 50000000 Per any one Vessel \$\frac{7}{2}\$:50000000

### Terms Of Insurance Covers : As per the following Clauses

Important Notice MARINE CARGO OPEN COVER Institute Ratio-Active Contamination exclusion Clause Institute Cargo Clause (A)
INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) Inland Transit (Rail or Road) (A) Sanction Limitation and Exclusion Clause Institute War Clauses (Air Cargo) Institute Strike Clauses (Air Cargo) Institute War Clauses (Cargo) Institute Strike Clauses (Cargo) Institute War Clauses (Sendings by Post) Strike, Riots and Civil Commotion Clause Institute Radio-Active Contamination Exclusion Clause IMPORTANT NOTICE Institute Classification Clause



This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as pay Debit Nets.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.

Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or in case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

### SURVEY AND CLAIMS SETTLEMENT:

Open Policy Clause Marine Cargo Open Cover

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail	
ExcessAmount	0.25% SUB TO MIN RS.30,000/
Consignee Name	VARIOUS
On Each Consignment(%)	0.5
On Claims Amt(%)	0

Commodity Wise Cover Details:-

Commodity Description	Commodity Type	Cover Name	SI(₹)	Premium(₹)
ALL TYPES OF HAZARDOUS	OTHERS	ICC A Cover	0.00	0,0
CHEMICALS,DGR CARGO,EXPLOSIVES,RADIOACTIVE MATERIALS ETC		ICC AIR ExclSendingByPostCover		4
TATERIALS EIC		ITC A Cover		

### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 021000 on this 31st day of December 2015.

For United India Insurance Co. Ltd.

Authorised Signatory



# ENDORSEMENT SCHEDULE MARINE OPEN COVER POLICY

Policy Number	0210001512535	Department	Marine Cargo
Previous Policy Number	H P	li li	*
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	2	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601180139106 & 01/01/2016	
Endorsement Type	Any Change not Affecting the Premium Rating	

CO-INSURANCE DETAILS:	UIIC 021000 : 100%	*

REASON FOR ENDORSEMENT:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016.

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At: DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON BEHALF OF DISTRIBUTION INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)

Date: 18/01/2016



# ENDORSEMENT SCHEDULE MARINE OPEN COVER POLICY

Policy Number	0210001512535	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601010080762 & 01/01/2016
Endorsement Type	Any Change not Affecting the Premium Rating

CO-INSURANCE DETAILS:	UIIC 021000 : 100%

REASON FOR ENDORSEMENT: Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90

days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft

4) Premimum Rate: 0.019%.

ENDORSEMENT WORDING: Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90

days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft

4) Premimum Rate: 0.019%..

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON BEHALF OF UNITED INDIA INSURANCE COMPANY LIMITED

Date:01/01/2016

Duly Constituted Attorney(s)

#### MARINE CARGO OPEN COVER

WHEREAS the ASSURED named in the schedule hereto, have represented to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the 'Company') that they are interested in or duly authorised to make the insurance mentioned and described and have paid or agreed to pay the premium hereinafter started

THE COMPANY HERE BY PROMISES AND AGREES with the assured , their Executors, Administrators and Assigns that the Company will insure against loss, damage, liability or expense subject to the clauses, endorsements, conditions and warranties contained in the schedule and/or attached hereto.

#### SCHEDULE

	021000151		Year	2016			
Name Of Insured/ID	M/s OIL &	NATURAL GAS CORPORATION	/ 23011692112	-115			
Tel.(O)	26274307	Fax		Tel. (R)	26274307	Mobile	9969225438
Business/Occupation	None			Email			
Period of Insurance	From 00:00 Hrs of 01/01/2016			Midni	ght of 31/12	/2016	
Issued at:	DO 10 MUMB	AI on 01/01/2016					

Journey From	Journey To	Mode of Transit
ANYWHERE IN THE WORLD	ANYWHERE IN THE WORLD	Alr/Rail/Road/Ocean

UIIC 021000 : 100%

ID	Commodity Description	Name Of Goods	Packaging Description	Gross/Net Wt
1	OLD AND USED TURBINE AND TURBINE PARTS	OTHERS	CUSTOMARY	

Alr/Rail/Road/Ocean

Location Clause: Not withstanding anything to the contrary Contained In this contract Underwriters liability in respect of any one accident or series of accidents arising from the the same event in any one location shall not exceed the Sum of Per Regd. post Per any one Aircraft ₹ 750000000 Per any one Vessel ₹ 750000000

#### Terms Of Insurance Covers : As per the following Clauses

CO-INSURANCE DETAILS:

Important Notice MARINE CARGO OPEN COVER Institute Ratio-Active Contamination exclusion Clause Institute Cargo Clause (C) Inland Transit (Rall or Road) (C) INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) Sanction Limitation and Exclusion Clause Institute War Clauses (Air Cargo) Institute Strike Clauses (Air Cargo) Institute War Clauses (Cargo) Institute Strike Clauses (Cargo) Institute War Clauses (Sendings by Post) Strike, Riots and Civil Commotion Clause Institute Theft Pilferage and Nondelivery Clause Institute Radio-Active Contamination Exclusion Clause IMPORTANT NOTICE Malicious Damage Clause Institute Classification Clause Institute Replacement Clause Open Policy Clause Marine Cargo Open Cover

This contract is subject to such regulations as in force at the time the risk on each despatch attaches hereunder.

Shipment Particulars: To be declared to the company immediately upon receipt of shipping documents.

Premium :Payable against each Certificate as stated thereon or as per Debit Note.
Notice of loss or damage to be given and survey arranged and Certificate obtained from the Company's Agent at the port of discharge or in case where the company has no Agent, from Lloyds's Agents without which no claim or loss will be paid.

#### SURVEY AND CLAIMS SETTLEMENT:

In the event of loss or damage which may result in a claim under this Insurance immediate notice must be given to Policy Issuing Office or nearest Office Claim Settlement Agent Name-, Agent Address-, Contact No-0

Excess Detail	
ExcessAmount	0.25% SUB TO MIN RS.25,000/-
Consignee Name	VARIOUS
On Each Consignment(%)	0.25
On Claims Amt(%)	0

Commodity Wise Cover Details:-

Commodity Description	Commodity Type:	Cover Name	SI(₹)	Premium(₹)
OLD AND USED TURBINE AND TURBINE	OTHERS	ICC C Cover	0.00	0.00
PARTS		ICC AIR		
7	- 30	ExclSendingByPostCover	, , , , , , , , ,	
The state of the s		ITC C Cover	2 1	4.5

#### Special Condition:

Date of Proposal and Declaration: 01/01/2016
IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 10 MUMBAI 02 1000 on this 31st day of December 2015.

For United India Insurance Co. Ltd.

**Authorised Signatory** 



# ENDORSEMENT SCHEDULE MARINE OPEN COVER POLICY

Policy Number	0210001512537	Department	Marine Cargo
Previous Policy Number		2 2	
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	2	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address  15, MAKER TOWERS, CUFFE PARADE, MUMBAI.  MUMBAI MAHARASHTRA 400005		Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Reques	it No. &	201601180140876 & 01/01/2016	
Endorsement T	уре	Any Change not Affecting the Premium Rating	

CO-INSURANCE DETAILS:	UIIC 021000: 100%	

REASON FOR ENDORSEMENT:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016

ENDORSEMENT WORDING:

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED THAT THERE IS NIL EXCESS FOR STORAGE AND NOT AS PER ENORSEMENT NO.2 DT.1.1.2016.

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At:DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

Date: 18/01/2016

UNITED INDIA INSURANCE COMPANY LIMITED

Duly Constituted Attorney(s)



### **ENDORSEMENT SCHEDULE** MARINE OPEN COVER POLICY

Policy Number	0210001512537	Department	Marine Cargo
Previous Policy Number			
Type of Policy	Marine Open Cover Policy	Agent Name/Code	
Policy Start Date	01/01/2016	Policy End Date	31/12/2016
Endorsement No	1	Endorsement Effective Date	01/01/2016
Insured's Name	M/s OIL & NATURAL GAS CORPORATION	Issuing Office	021000
Address	15, MAKER TOWERS, CUFFE PARADE, MUMBAI. MUMBAI MAHARASHTRA 400005	Office Address	STADIUM HOUSE VEER NARIMAN ROAD, CHURCHGATE MUMBAI MAHARASHTRA 400020

Insured Request No. & Date	201601010078480 & 01/01/2016
Endorsement Type	Any Change not Affecting the Premium Rating

CO-INSURANCE DETAILS:	UIIC 021000 : 100%

REASON FOR ENDORSEMENT: Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft

4) Premimum Rate : 0.01%.

**ENDORSEMENT WORDING:** 

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that Correct Terms & Conditions W.E.F. 1/1/2016 is as below :1) Basis of valuation: C&F 2) Storage: 90 days from GLD at port of Discharge/Landing at Airport and excess of 5% of claim amount, subject to a minimum of Rs.25,000/- 3) Limit per Bottom: INR 75,00,00,000/- per any one vessel / aircraft

4) Premimum Rate: 0.01%..

It is agreed that this Endorsement shall be deemed to be an Endorsement on Policy/Certificate in Terms of the condition thereof. In all other respects the Policy/Certificate remains unaltered

Issued At: DO 10 MUMBAI - 021000 On 01/01/2016

This is to acknowledge receipt of the original of this document which I have examined and found correct.

IN WITNESS WHEREOF SIGNED FOR AND ON **BEHALF OF** 

UNITED INDIA INSURANCE COMPANY LIMITED

Date:01/01/2016

**Duly Constituted Attorney(s)**