

## POLICY WORDINGS

### CARRIERS LEGAL LIABILITY POLICY (UIN IRDAN545RP0034V01202122)

WHEREAS THE INSURED named in the Schedule herein , carrying on the business of a Common Carrier and none other for the purpose of this insurance by a proposal and declaration dated as stated in the Schedule here to has made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the Company) a written proposal and declaration as specified in the Schedule which shall be the basis of this contract and is deemed to be incorporated therein for the Insurance herein after contained to the Company the premium set out as consideration for such insurance the period as set out in the Schedule hereto, subject to the terms, conditions provisions exceptions contained herein or endorsed or otherwise expressed herein,

NOW THIS POLICY WITNESSETH that during the currency of this policy and any further period(s) for which it may be in force, subject to the limits, terms, provisions, exclusions, exceptions and conditions contained herein or endorsed hereon or otherwise expressed hereon, the Company hereby agrees to indemnify the Insured against his legal liability for actual physical loss of or damage to the goods or merchandise directly caused by fire and/or accident to the vehicle registered under No {lblRegNo} whilst such goods for merchandise of the insured or negligence or criminal act of his servants and further provided that the vehicle is damaged by such fire or explosion or accident and a claim in respect thereof is admitted under the Motor Comprehensive Insurance Policy covering the vehicle. The cover will commence with the loading of the cargo on the vehicle and will be in the force until unloading of the cargo at discharging point or until expire of 7 days after the first arrival of the vehicle at the destination town, whichever may first occur.

PROVIDED THAT the liability of the Company shall not exceed the amount as stated in the Schedule hereto in respect of any accident or series of accidents arising out of any one event or occurrence, nor the amount as stated in Schedule hereto in respect of all claims during any one period of insurance, but the Company will, in the addition, pay all costs and expenses incurred with its written consent in defending any claim made against the Insured.

#### EXCLUSIONS:

PROVIDED ALWAYS THAT the Company shall not in any circumstances be liable under this policy in respect of

1. Liability under any contract or agreement unless such liability would have arisen and the insured would have been seen liable to law, notwithstanding such an agreement.
2. Liability in respect of damage to property
  - (a) Belonging to the insured or to any servant, agent, sub-contractor of the insured or to third parties unless such property is covered by a contract of carriage entered into by the insured in an approved form.
  - (b) In and/or under the control of the insured or of any servant, agent, or sub-contractor of the insured unless such property is covered by a contract entered into by the insured in an approved form.
3. Liability for loss or damage arising from:
  - (a) Inherent defect or vice, including damage by insects, moths, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion, or decay of perishable goods.

- (b) Depreciation, delay, loss of market, confiscation by a Public Authority.
- (c) Consequential loss arising from loss or damage to goods.
- (d) Any consequence whether direct or indirect, of war (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, Act of God, any change of law, refusal on the part of any Government Agency or other competent authority to grant any necessary permit or license or sanction or deciding to revoke or qualify any such permit. In the event of any claim hereunder, the Insured shall prove that the liability arose independently of and was in no way connected with or occasioned by contributed to by, or traceable to any of the said occurrences or causes or in consequence thereof, and in default of such proof, the company shall not be liable to make any payment in respect of such a claim.
- (e) Any consequence whether direct or indirect due to strikes or riots.
- (f) Loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising there from, or any consequential loss directly or indirectly caused by or contributed to by or arising from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (g) Goods and/or merchandise which may be illicit or illegal or contraband or smuggled.
4. No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence exceeds the amount of Deductible Excess/Deductible stated in the Schedule in which case this sum shall be deducted from the claim amount payable.

PROVIDED FURTHER that due observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured and/or his agents or servants in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any of the terms, provisions, conditions and endorsements of this policy or the renewal thereof shall be valid unless made in writing and signed by an authorized official of the Company.

## **CONDITIONS**

1. No payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt signed by an official or duly authorized Representative of the company shall have been issued therefore. The Company shall not be bound to accept any renewal premium, or to give notice that such renewal is due.
2. Every notice or communication to the company shall be in writing and sent to the office of the Company from which this policy was issued, and notice or knowledge of anything relating to this policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the company unless so given. Neither alteration in the terms of this Policy nor any endorsement thereon will be valid unless the same is signed or initiated by an authorized Representative of the Company.

3. Upon the happening of any event or occurrence likely to give rise to a claim under this policy and immediately after the same shall have come to the knowledge of the Insured or his Agent, the Insured shall
  - a) Take all practicable steps to cause the discovery of any guilty person.
  - b) Take steps for the safety of the goods.
  - c) Give to the Company notice in writing in 14 days from the date of the occurrence of the accident and shall deliver to the Company a claim in writing within 20 days from the date of occurrence of the accident and supply all such detailed particulars and proofs as may be reasonably required. In no case shall the company be liable for any loss or damage not notified to the company within fourteen days of the happening event.
  - d) Give to the Company notice in writing with full particulars of any claim or of any other subsequent proceedings as soon as possible after the same have come to the notice of the Insured and/or his Agent.
  - e) At his own expense furnish all such information, explanation, vouchers, proof of ownership and of loss and such other evidence to substantiate the claim as may be reasonably required by the company.
4. The details of the contracts of the carriage issued and freight earned, and of all vehicles employed or utilized to discharge such contracts, shall be properly recorded and the insured shall be at all times allow the company to inspect such records.
5. The Insured shall exercise reasonable care that only steady, sober and competent employees and agents are employed, that all buildings, storage spaces, machinery, vehicles and their accessories and fittings are substantial and sound and in proper order and fit for the purpose for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any Public Authority are duly observed and complied with and that the loads carried are protected from loss or damage. If any defect shall be discovered, the Insured shall not only cause said defect to be made good with all dispatch but shall also in meantime cause such additional precautions to be taken as the circumstances of the case may require. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or damage being apparent to the Company's inspector, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising there from shall be suspended until the same is cured or removed to the satisfaction of the Company.
6. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the prior written consent of the Company which shall be entitled if it so desires, to take over and conduct in the name of the Insured the defense or settlement of any claim, or to prosecute in the name of the insured for its own benefit, any claim for indemnity or damages or otherwise, and the Company shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in such an event, the Insured shall give all such information and assistance and execute such documents as the Company may require in that behalf. The insured shall co-operate with the Company and upon the Company's request shall attend any hearing or trials and assist in effecting settlement, securing and giving evidence, obtaining the attendances of witnesses, and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment or assume any obligations or incur any expense.

Payment of claims will only be made on production of a proper discharge signed by the owner of the cargo except in clause referred to in condition No. 9 below

In the event of any loss arising under this Policy the amount of such loss shall be automatically reinstated from the moment of occurrence giving rise to such loss in consideration of the insured paying an additional premium for the amount so restored computed at 100% of the premium under this policy (being pro-rata as to the sum reinstated) provided however, that the liability of the Company shall not exceed the amount as stated in Schedule hereto in respect of each loss occurrence, nor the amount as stated in Schedule hereto in all during the currency of this insurance

7. If a payment exceeding the limit of liability under this policy has to be made to dispose of a claim, the liability of the company to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said cost, charges and expenses as the limit of the liability under this policy bears to the amount paid to dispose of the claim.
8. At any time after the happening of any event giving rise to a claim or series of claims under this Policy the Company may pay to the Insured full amount of the Company's liability under this policy and relinquish the conduct of any defense settlement or proceedings and the company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the company in connection with such defense settlement or proceedings or of the company relinquishing such conduct, nor shall the Company be liable for any cost or expenses whatsoever incurred by the Insured or any claimant or other person after the company shall have relinquished such conduct.
9. If at the time any claim arises under this Policy there is any other existing insurance covering the same liability, the Company shall not be responsible to pay or contribute more than its ratable proportion of any compensation, costs or expenses, notwithstanding the existence of any clause or condition of non-contribution or non-participation in the contract of such other insurance Policy or cover.
10. If a claim be made by or on behalf of the Insured which shall be in respect of an unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in respect thereof, no claim shall be recoverable hereunder. The Insured shall not be entitled to abandon any property of the Company.
11. 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 the Company's short period rates provided no claim has occurred up to the date of cancellation.
12. The liability under the policy being limited, it is understood and agreed that in any event the Company's liability shall not extend and will return to the insured the premium less the pro-rata portion thereof for the period the policy has been in force.

13. It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned shall not thereafter be recoverable hereunder.
14. The Insured shall maintain a written record at each of its depots and delivery stations in which shall be entered promptly the condition and nature of goods received in an apparently damaged condition immediately at the time of receipt.
15. It is the duty of the Insured 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 bailers or other third parties are properly preserved and exercised.
16. It is a condition of this insurance that the Insured shall act with reasonable care in all circumstances within their control.
17. It is an express condition of this policy that subject to Condition No. 16 above, the Civil Court will have exclusive jurisdiction to try any claim under this policy.

**'Policy form - Claims made with right to defend.'**