

INLAND TRANSIT (RAIL OR ROAD)-B

(Basic Cover)

RISKS COVERED

1. This Insurance covers except as provided in clauses 2, 3 and 4 the risks of physical loss or damage to the insured goods caused by
 - (a) (i) fire
 - (ii) lightning
 - (iii) breakage of bridges
 - (b) (i) collision with or by the carrying vehicle
 - (ii) overturning of the carrying vehicle
 - (iii) derailment or accidents of like nature to the carrying railway wagon/vehicle.

Risks
Clause

EXCLUSIONS

2. In no case shall this insurance cover
 - 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 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 therefrom or any hostile act by or against a belligerent power.
 - 3.2 capture, seizure arrest restraint or detainment and the consequences thereof or any attempt thereat.
 - 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 strikes, lock-outs, labour disturbances, riots or civil commotions.
 - 4.3 caused by any terrorist or any person acting from a political motive.

General
Exclusions
Clause

War Exclusions
Clause

Strike Exclusions
Clause

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 transshipment, if any.
- (i) until 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, until expiry of 7 days after arrival of the railway wagon at the final destination railway station or.
- (iii) in respect of transits by Road only until 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 destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

Transit
Clause

CLAIMS

6. 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 insured 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.

Insurable
Interest
Clause

BENEFIT OF INSURANCE

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

Not to Inure
Clause

MINIMISING LOSSES

- 8 It is the duty of the 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 of averting or minimising 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 relevant statute.

Duty of
Assured Clause

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.

Waiver
Clause

AVOIDANCE OF DELAY

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

Reasonable
Despatch
Clause

MR-30

PP 100 Pads 8/87