

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSE (ALL RISKS) - TRAIN

I. Scope of Cover:

This insurance covers All Risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II. Exclusions:

In no case shall this insurance cover loss or damage or expense caused by and/or arising from:

1. The intentional act or fault of the Insured.
2. Falling under the liability of the consignor.
3. The quality or shortage of the insured goods prior to the attachment of this insurance.
4. Normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.
5. 5.1. War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 5.2. Capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat.
- 5.3. Derelict mines torpedoes bombs or other derelict weapons of war.
6. 6.1. Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- 6.2. Strikes. Lock-outs, labour disturbances, riots or civil commotions.
- 6.3. Any terrorist or any person acting from a political motive.

III. Commencement and Termination of Cover:

Warehouse to warehouse clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit until the insured goods are delivered to the Consignee's final warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods.

This insurance shall, however, be limited to seven (7) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

IV. Duty of the Insured:

It is duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the Company:

1. The insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for the survey to the Surveyor and/or Setting Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing.

2. The Insured shall, and the Company may also, take reasonable measures immediately in salving the goods or preventing or minimizing a loss or damage thereto.

3. The following documents should accompany any claim hereunder made against this Company:

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

V. The Time of Validity of a Claim:

The time of validity of a claim under this insurances shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the **Train** at the final destination.