



यूनाइटेड अजोड इन्स्योरेन्स लिमिटेड

**United Ajod Insurance Limited**

United by Trust

(Former: **United Insurance Co. (Nepal) Ltd. & Ajod Insurance Limited**)

C.T.C. Mall, 7th Floor, Bagdarbar Marga, Sundhara, Kathmandu, Nepal

Tel: +977-1-5333743, 5343303, 5344013, 5343073, Toll Free No. 1666 018 6496

E-mail: [info@unitedajodinsurance.com](mailto:info@unitedajodinsurance.com), Web: [www.unitedajodinsurance.com](http://www.unitedajodinsurance.com)

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## MARINE INSURANCE POLICY

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We **United Ajod Insurance Ltd.** (hereinafter called the Insurer) hereby agree in consideration of the payment to us by or on behalf of the Insured of the Premium specified in the schedule to insure against loss, damage, liability or expenses to the extent and in the manner herein provided.

# CONDITIONS

## 1. PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH THE INSURERS MAY BE LIABLE

### A. For Cargo Shipments

- i. 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 minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised.  
In particular the Insured or their Agents are required:
  - a. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
  - b. In no circumstances except under written protest, to give clean receipts where goods are in doubtful condition.
  - c. When delivery is made by container, to ensure that the Container and its seals are examined immediately by their responsible official.  
If the Container is delivered damaged or with seals broken or missing or with seals other than a stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
  - d. To apply immediately for survey by Carriers' or other Bailees' 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.
  - e. 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 delivery.  
Note:- The Consignee or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.
- ii. To enable claims to be dealt with promptly the insured or their Agents are advised to submit all available supporting documents/stated below without delay (when applicable):-
  - a. Original Policy or Certificate of Insurance;
  - b. Original or Copy of Shipping Invoices, together with Shipping Specification and/or Weight Notes;
  - c. Original Bill of Lading and/or other contract of carriage;
  - d. Survey Report or other documentary evidence to show the extent of the loss or damage;
  - e. Landing Account and Weight Notes, Remarks Lists at final destination;
  - f. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss of damage.

### B. For Inland Despatches

- i. 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 minimising a loss and to ensure that all rights against Carriers, Bailees or other Third parties are properly preserved and exercised.  
In particular the Insured or their Agents/Consignees must-
  - a. under no circumstances, give clean receipt to the Carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest;
  - b. take examined delivery from the Carriers of any packages which are outwardly damaged or appear to have been tampered with and obtain a Certificate of Damage and/or Shortage from the Carriers;  
if the Carriers should refused to grant examined delivery, suitable remarks as to the condition of the packages and the contents thereof should be made in the Railway Station Delivery Book or on the negotiable copy of the Consignment Note in the case of despatches by Road/Aircraft;
  - c. take weightment/examined delivery of any packages which are in an outwardly sound condition, but deficient in weight, as compared with the booked weight, and obtain a Certificate of Shortage from Carriers, if deficiency in weight is proved;  
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 delivery.  
The insurer's liability shall succeed and not in any way supersede that of the Carriers, Bailees or other Third Parties concerned.
- ii. To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents/stated below without delay (when applicable):
  - a. Original Policy or Certificate of Insurance;
  - b. Originals or copies of the Supply Invoice and packing/Weight specifications;
  - c. The negotiable or other copy of the Carriers' Receipt and/or the original of the Carriers' Certificate of Non-delivery or Certificate of Damage and/or Shortage;
  - d. Survey Report or any other documentary evidence of loss or damage;
  - e. Copies of Notices of Claim against the Carriers and other third parties together with the relative Postal Registration Receipts and receipted A/D Cards and copies of all subsequent correspondence exchange with them;
  - f. Claim Bill.

### C. Procedure for claims against carriers

In the event of loss of or damage to the interest insured whilst in the custody of the Carrier, proper notice of claim, specifying details of the consignment full booking particulars, nature and extent of loss/damage and the amount of compensation, with copies of the relative Supply Invoice and the Carriers Certificate of Non-delivery or Certificate of Damage and/or Shortage, must be issued against:-

- i. The General Managers or Chief Commercial Superintendent of the Railway Administration on which the booking and destination stations lie, within 6 months from the date of booking; or
- ii. The Road Carriers concerned (booking and destination offices) within 6 months from the date of booking; or
- iii. The Air Carriers concerned, within 7 days from the date of delivery of the goods at destination or in the case of non-delivery within 14 days from the date of booking.

Notice of claim as above should be served by the actual owners of the goods (consignors or consignees as the case may be).

Such notices should specify that they are also being served on behalf of the Insurers.

The Postal Registration Receipts and receipted A/D Cards relatives to such notices of claim, also any official acknowledgments/replies from the Carriers, should be carefully preserved.

The originals of the Carrier's Receipt or certificate of Non-delivery or Certificate of Damage and/or Shortage must not be surrendered to the Carriers without prior reference to the Insurer.

## 2. LAW AND PRACTICE

- A. Provisions of Nepalese Law (if any) shall prevail over any other Law mentioned in the clauses attached to this Policy.
- B. In case of any dispute on any loss or damage under this Policy, the same shall be resolved according to the Insurance Act, 2079.

## 3. RADIOACTIVE CONTAMINATION EXCLUSION

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- A. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
- C. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.