

RISK DETAILS

TYPE: PORT PACKAGE INSURANCE POLICY

INSURED: **MORMUGAO PORT AUTHORITY**, (hereinafter referred as MPA) and/ or associated and/ or affiliated and/ or interrelated and/ or subsidiary companies and/ or corporations as they now are or may hereafter be created and/ or constituted and/ or for whom the Assured receive instructions to insure and/ or for whom the Assured have or assume a responsibility to arrange insurance, whether contractually or otherwise, as their respective rights and interests may appear hereinafter known as the Assured and/ or as original

PRINCIPAL ADDRESS:

Address of the Original Insured
Administrative Office, Finance Department, Headland Sada,
Mormugao, Goa – 403 804

PERIOD: 12 months with effect from 10th April 2023 till 9th April 2024 both days included, Local Time, India

INTEREST:

Section 1

Port Authority Liabilities including liability of contractor and subcontractors.

Section 2

Real and Personal Property - In respect of all properties, owned by / under custody of Insured(s) hereunder including adjacent warehouses associate structures.

Re-Dredging Expenses sub-limited up to INR 50,00,00,000 (as per the Re-dredging Cost Clause Endorsement attached) – with “10” as the beaufort scale of trigger

Section 3

Port Equipment including all Cargo Handling Equipments/Vehicles, Machineries and spares

Section 4

Business Interruption consequent upon Property damage (including cargo handling equipments, machineries etc.) -

For Business interruption of the Port operation (wholly or partly) due to/consequent upon or arising out of:

(a) Interruption of electric supply to insured properties Or insured

handling equipment, which is beyond the control of the assured.

(b) Blockage of Channel/ Waterways due to any cause

(c) Blockage of any land access within the immediate Vicinity* of the Port/ Terminals.

*(immediate vicinity will mean at least 10 km radii from main entrance of Port's operational area)

LIMIT OF LIABILITY

Section 1

Overall Limit of Liability: INR 15,00,00,000 any one accident or occurrence and in the aggregate

Sub-limit for wreck/ debris removal: INR 10,00,00,000

Sections 2, 3 & 4

Loss Limit: INR 130,00,00,000 any one accident or occurrence and in the aggregate

Sub-limited to INR 50,00,00,000 any one occurrence and in the annual aggregate in respect of re-dredging cost

TOTAL SUM INSURED FOR PROPERTIES (as per the attached asset schedule, excludes owned tugs): INR – 1,275,150,0000

Sections 4

Indemnity Period: 3 Months – INR1125000,000
Annual Revenue – INR 4,500,000,000

Combined Single Limit for PD /BI / Liability across all sections is INR 145,00,00,000

LOCATION: Mormugao Port Authority, Headland Sada, Mormugao, Goa – 403 804

POLICY CONDITIONS:

Section 1

Ports and Terminals Consortium Section 1 – Liability Wording Amended, as attached.
Clause 2.3 (Insuring Clause) amended.

Ports and Terminals Consortium Fire Extension (Liability), as attached.

Ports and Terminals Consortium Advice and Information Extension (Liability), as attached.

Ports and Terminals Consortium Fines and Duty Extension (Liability), as attached.
Ports and Terminals Consortium Infringement of Personal Rights Extension (Liability), as attached.
Ports and Terminals Consortium Wrongful Delivery of Cargo Extension (Liability), as attached.

Deductible:
For Liability (including environmental pollution): Flat: INR 10,00,000

Section 2

Ports and Terminals Consortium Section 2 – Property Damage Wording Amended, as attached.
Clause 2.1 (Insuring Clause) amended to include electrical and machinery breakdown.
Exclusion 4.9 (Communication Equipment) deleted.
Clause 5.1 amended to include land development cost
Clause 8.1 (Automatic Acquisition) amended to 60 days.
Clause 8.2 (Automatic Acquisition) amended to 5%.

Ports and Terminals Consortium Earthquake Extension Clause (Property) Amended, as attached.
Clause A amended to include Tsunami.
Clause B amended to include Tsunami.

Deductible:
(A) Other than AOG peril & Vessel Impact: 5% of claim amount subject to Minimum INR 10,00,000 each and every claim

(B) AOG Peril: 10% of claim amount subject to Minimum INR 10,00,000 each and every claim (including losses affecting breakwater)

(C) Vessel impact: 10% of claim amount subject to Minimum INR 10,00,000 each and every claim (including losses affecting breakwater)

Re-dredging Costs – INR 25,00,000 each and every loss

Section 3

Ports and Terminals Consortium Section 3 – Handling Equipment Wording Amended, as attached.
Clause 2.1 (Insuring Clause) amended to include electrical and machinery breakdown.
Exclusion 4.7 (Communication Equipment) deleted.

Exclusion 4.15 (Mechanical or Electrical Breakdown) deleted.
Clause 9.1 (Automatic Acquisition) amended to 60 days

Clause 9.2 (Automatic Acquisition) amended to 5%

Ports and Terminals Consortium Earthquake Extension Clause (Handling Equipment) Amended, as attached.

Clause A amended to include Tsunami.

Clause B amended to include Tsunami.

48 hours amended to 72 hours.

Deductible: 2% of claim subject to **Minimum INR 3,00,000**

Section 4

Ports and Terminals Consortium Section 4 – Business Interruption Wording Amended, as attached.

Clause 2.3 (Interruption to Utility Supply) amended to include gas, fuel or water supply.

Additional Clause 2.4 interruption due to damage and/or blockage of pipeline.

Deductible: 14 days

Applicable to Sections 2, 3 & 4

Subject to Expediting Expenses Clause, as attached

Subject to Architects, Surveyors', Legal and Consulting Engineers' Fees Clause, as attached

Subject to Minor Works Clause, as attached

Subject to Public Authority Clause, as attached

Subject to Reinstatement Clause, as attached

Subject to Temporary Removal Clause, as attached

Subject to Additional Increased Cost of Working Clause, as attached.

Subject to Prevention of Ingress/Egress Clause, as attached.

Subject to Professional Accountants Fees Clause, as attached

Subject to Average Clause (85%)

Applicable to All Sections

General Policy Provisions LSW1524 01/04 Amended, as attached.

Clause 5 (Radioactive Contamination, etc) deleted

Clause 6.1 B. amended to delete 'strike, lock-out, labour disturbance, riot, civil commotion'.

Clause 11 (Notice of Potential Claims) amended.

Clause 18 (Premium Payment Clause) deleted.
Clause 21 (Governing Law) amended to India.

Subject to Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause CL.370 10/11/03, as attached and Marine Cyber Exclusion LMA5402 11/11/2019, Marine Cyber Endorsement LMA5403 11/11/2019, as attached.

Subject to Sanction Limitation and Exclusion Clause LMA3100 15th September 2010, as attached.

Subject to Unintentional Errors and Omission Clause, as attached.

Notwithstanding anything contained elsewhere, insurance shall be governed by and construed in accordance with the laws of India and the exclusive jurisdiction of India.

Payment on account clause - Payment on account of any loss recoverable under this insurance will be promptly made by the insurers to the insured if so desired, provided that such payment are deducted from the finally agreed claim settlement figures.

Paneled surveyor clause: In the event of a claim, the surveyors shall be appointed only from the panel of agreed surveyors as mentioned below:

- a) Proclaim Insurance Surveyors and Loss Assessors Private Limited
- b) McLarens Insurance Surveyors And Loss Assessors India Pvt. Ltd
- c) Alex Stewart International (India) Private Limited

In case above surveyors are not available, the appointment of alternate surveyor by insurance company will be done in agreement and after consent of the assured.

**EXPRESS
WARRANTIES:**

None

**CONDITIONS
PRECEDENT:**

None

SUBJECTIVITIES:

None

PREMIUM:

Total Premium inclusive of sections 1,2,3 &4:

Payable in full prior to inception

Underwriting Information/Documents

1. Risk Inspection Report attached
2. Port Questionnaire attached (Year 2023-2024)
3. Claims Information – Nil Claims since 10th April 2017
4. Asset Schedule
5. Project Lay-out
6. Asset Valuation report

10/11/03

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE.

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by, contributed to by, or arising from
 - 1.1 ionising 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL.370

MARINE CYBER EXCLUSION

This clause shall be paramount and shall override anything in this insurance inconsistent therewith.

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

1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or

1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

LMA5402

11 November 2019

MARINE CYBER ENDORSEMENT

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

CORONAVIRUS EXCLUSION

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

This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2;or from any fear or threat of a), b) or c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
- 3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

All other terms, conditions and limitations of the insurance remain the same.

LMA5395

09 April 2020

WAR AND TERRORISM EXCLUSION (NMA 2919)

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exclusion, an act of terrorism means an activity, including the threat of an activity or the preparation for an activity, whether violent or nonviolent, that appears to be intended to

- (i) intimidate, coerce, or retaliate against any segment of the civilian population, or (ii) disrupt any segment of the economy, or (iii) influence the policy of a government by intimidation, coercion, or retaliation, or (iv) advance a political, religious, ideological, or ethnic cause.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ORIGINAL CONDITIONS

PORTS AND TERMINALS CONSORTIUM SECTION 1 - LIABILITY WORDING

1. **LOSS, IF ANY, PAYABLE** to Assured or Loss Payee as set out in the Insurance Schedule.

2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters agree, subject to the provisions of this Policy and the Section 1 limit as set out in the Insurance Schedule, to indemnify the Assured in respect of their legal or contractual liabilities to third parties arising from an Accident which the Assured may incur by reason of their Insured Operations as Port Authorities or Terminal Operators for:

- 2.1 Physical loss or physical damage to the real or personal property of any third party, including resultant loss of use or demurrage, provided that such loss or damage directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location(s); and
- 2.2 Bodily Injury to any third party provided that such Bodily Injury directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location; and.
- 2.3 Any liability of the Assured in connection with any tenant of the Assured for Operations performed by any sub-contractor appointed by the Assured, but being subject to the terms, conditions and exclusions of this Policy. It is a condition of cover being given under this clause 2.3 that the Assured must *use their best endeavours* to ensure that any such tenant and/or sub-contractor purchases and maintains adequate liability insurance. Such policy must also stipulate that it will respond first to any liability loss prior to any other policy of insurance that may cover the same liability.
- 2.4 Costs and expenses incurred in the defence of any claim(s) arising from an Accident covered under Section 1, and the costs and expenses of litigation awarded to any claimant in any competent Court or arbitration proceedings against the Assured by way of interest on judgements, investigation, adjustment, appraisal, appeal and legal costs and expenses subject to the overall limit of this Section 1. Indemnifiable legal costs and expenses shall exclude, all fees, salaries, or retainers for salaried employees and employed counsel and all office expenses of the Assured unless prior agreement has been obtained from Underwriters. Such costs and expenses shall be subject to clause 2 of the General Policy Provisions
- 2.5 Costs and expenses incurred by the Assured in disposing of the cargo or property of an Assured's customer, including the removal of any wreck or debris thereof, following an Accident to such cargo or property during the Policy period

for which the Assured is legally liable within the Confines of the Port, Terminal or Insured Location subject to the overall limit for this Section. This clause does not provide cover for costs and expenses relating to seepage, pollution or contamination.

- 2.6 In respect of Port Authorities only, costs and expenses incurred either voluntarily or in the exercise of the Assured's statutory right or legal obligation to remove any wreck or debris thereof following an Accident during the Policy period. Subject to the overall limit for this Section 1, and providing such costs and expenses are incurred by the Assured for the purpose of avoiding or minimising a claim under this Section. Such wreck or debris removal must not be undertaken without the prior approval of Underwriters, or the costs and expenses will not be recoverable under this Policy.
- 2.7 Notwithstanding any other terms and condition, this policy is extended for such expenses and costs incurred by the assured to extract and remove pollutants from land or water where the discharge or escape of the pollutants is sudden and unforeseen and caused by insured peril that occurs during the policy period

3. EXCLUSIONS

This Section does not cover any actual or alleged liability howsoever arising:

- 3.1 To employees of the Assured, except as insured under clause 4, or 6 of this Section;
- 3.2 Directly or indirectly under Workmen's Compensation or Employers Liability Acts or any other statutory or Common Law Liability to any employee of the Assured when such Bodily Injury arises out of or in the course of the employment of such employees;
- 3.3 Directly or indirectly caused by any continuous, intermittent or repeated exposure to or ingestion, inhalation or absorption of the following substances or condition(s) in any form:
- asbestos, tobacco, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, mould, human immune virus or acquired immune deficiency syndrome or electro magnetic fields;
- 3.4 For any repetitive motion, repetitive stress, repetitive strain and/or cumulative trauma disorder, including, without limitation, (i) liability or alleged liability arising from alleged improper design of goods, equipment or machinery or operations, (ii) failure to warn or properly instruct as to the use of goods, equipment or machinery or conduct of operations, (iii) improper supervision of use of the goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome;

- 3.5 For loss, damage or expense to any property or equipment owned, leased, hired, occupied or rented by the Assured;
- 3.6 For loss, damage or expense caused by wear, tear or gradual deterioration;
- 3.7 From the release of cargo without the original bill of lading, unless otherwise endorsed by Underwriters;
- 3.8 For loss, damage or expense to ad valorem or valuable cargo (including but not limited to bullion, precious metals or precious object(s), jewellery, cash, securities, fine art or thoroughbred horses) unless the Assured was not informed and could not reasonably have known such cargo was being handled.
Underwriters may agree to insure such liability for a limit of INR 15 crs subject to terms and conditions to be agreed in advance by Underwriters;
- 3.9 As the owner, operator or user of any vehicle(s) or conveyance(s) of any description required to be licensed under any statutory provision(s) or regulation(s), or any Accident involving a vehicle, chassis, trailer, conveyance or the like on public roads or outside the Confines of the Port, Terminal or Insured Location;
- 3.10 In respect of any interest the Assured may have in any vessel, aircraft or helicopter whether owned, leased, rented, hired, chartered or operated by the Assured, including any management or operation of any airport, area or building upon which aircraft or helicopter(s) land or manoeuvre, or in which they are housed, maintained or repaired;
- 3.11 Directly or indirectly caused by, or arising out of seepage, pollution or contamination howsoever caused whenever or wherever happening unless the Assured establishes that all of the following conditions have been met:
 - A. The seepage, pollution or contamination was caused by an Accident.
 - B. The Accident occurred during the Policy period on an identified specific date.
 - C. The Accident was first discovered by the Assured within 72 hours of the commencement of the Accident.
 - D. Written notification of the accident was first received from the Assured by Underwriters within 30 days of the Assured's first discovery of the Accident.
 - E. The Accident did not result from the Assured's intentional or wilful violation of any statute, rule, ordinance or regulation.

Even if the above conditions A to E are satisfied, this Policy does not apply to, or provide cover for, any actual or alleged liability howsoever arising:

- (i) To abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party.
- (ii) For seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Assured, or which is or

was, at any time, in the care, custody or control of any Assured (including the soil, minerals, water or any substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control).

- (iii) For loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
 - (iv) For fines, penalties, punitive damages, exemplary damages, or any other damages resulting from the multiplication of compensatory damages
- 3.12 From the disposal, handling, processing, treatment, storage or dumping of any waste materials, spoil or substances or during transportation, including the operation of any land fill, dump site and/or location used for such. In the event of a conflict between this exclusion and exclusion 3.11, this exclusion shall prevail;
- 3.13 Out of dredging operations, while such operations are being performed;
- 3.14 For fines, penalties, punitive or exemplary damages howsoever awarded or described, or any additional damages resulting from the multiplication of compensatory damages;
- 3.15 For failure or delay in performance of any contractual obligation or guarantee, including failure to supply or from fluctuations in supply of any substance, product or service whatsoever;
- 3.16 Under any contract or agreement to compensate another party unless:
- A. Such liability would have attached to the Assured in the absence of such contract or agreement or as specifically agreed by Underwriters prior to such Accident, and
 - B. Such liability was caused by or contributed to by the Assured's fault or negligence;
- 3.17 As a result of the Safe Working Load of any equipment being overloaded other than for the purpose of inspecting or testing;
- 3.18 From the transit, movement, erection or dismantling of an item of handling equipment other than during the course of inspection, maintenance, repair or removal to another working position within the Confines of the Port, Terminal or Insured Location;
- 3.19 Out of goods or products, manufactured, processed, graded, blended, or sold by the Assured or by others trading under the name of the Assured where loss or damage occurs away from the premises owned, leased, rented or controlled by the Assured and after physical possession of such goods or products has been relinquished to others. This exclusion shall also apply to reliance upon a representation or warranty made in connection with such goods or products at any time;

- 3.20 From any negligent act, error or omission of any Assured, or any other person for whose acts the Assured is legally liable, in the administration of any Assured's employee benefits programme or pension programme. Employee benefits programme includes but is not limited to group life insurance, group accident or health insurance, profit sharing plans, employee stock subscription plans and social benefits;
- 3.21 Under any statute, law, rule or regulation relating to:
- A. the purchase, sale or distribution, or offer of securities, or investment counselling;
 - B. monopolies, activities in restraint of trade, unfair competition, or deceptive acts or practices;
 - C. copyright, patent or trademark infringement;
 - D. disclosure relating to sales or offers to sell real property;
 - E. employee, officer or director dishonesty, or improper conduct or conflict of interest in the performance of the Assured's operations, or any action taken outside the scope of an employee, officer, or director's authority as granted by the Assured.

4. CROSS LIABILITY

Always subject to the exclusions in this Section, in the event of claim(s) being made against the Assured for Bodily Injury suffered by any employee of the Assured which does not arise out of the injured employee's employment, and for which another Assured, is legally liable for causing the Bodily Injury, then this Section shall cover the Assured against such claim provided it is made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters liability as specified in the Insurance Schedule, and subject to the sub-limit specified in the Insurance Schedule.

5. CONTRACTS AND AGREEMENTS

Always subject to the exclusions in this Section, Underwriter's, shall only cover liability to third parties contracting with the Assured:

- 5.1 in the case of contracts existing at inception of this Policy, when the Assured has informed Underwriters of the contract(s) by means of the questionnaire and if requested by Underwriters, supplied copies of the contracts for Underwriter's approval; or
- 5.2 if the contract(s) is entered into after inception of this Policy, the Assured must inform Underwriters of such contract(s) if the terms are substantially different from the terms of the contract(s) advised to Underwriters under 5.1 and if requested by Underwriters supply copies of the contract(s) for Underwriter's approval.

Underwriters reserve the right to charge additional premium and impose such terms and conditions or exclusions as they deem appropriate to any new or amended contractual arrangement.

6. ACTION OVER INDEMNITIES

Always subject to the exclusions in this Section, Underwriters agree to include claim(s) for Bodily Injury to third parties where responsibility is assumed by the Assured for such claims in connection with their Operations as a Port Authority and/ or Terminal Operator under any written contract. Nothing in this Clause shall operate to increase Underwriter's liability as specified in the Insurance Schedule, and liability under this clause is limited to the sub-limit specified in the Insurance Schedule.

7. UNITED STATES OIL POLLUTION ACT DISCLAIMER

This Policy of Insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this Policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters do not consent to be guarantors or to be sued directly.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE, ALL OF WHICH FORM PART OF THE POLICY

01/04
LSW1510

PORTS AND TERMINALS CONSORTIUM FIRE EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for:

1. Legal liability of the Assured, arising from an Accident resulting in physical loss or physical damage to buildings leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire.
2. Contractual liability of the Assured arising from an Accident resulting in physical loss or physical damage to premises leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire, but only to the extent that such contractual liability is no greater than the Assured's liability would have been in the absence of such contract.

EXCLUSIONS

This extension does not cover any actual or alleged liability howsoever arising:

- (a) If the Assured has a contractual obligation to insure the leased or rented premises against the risk of fire.
- (b) If the Assured has any other insurance which includes the risks set out in 1 or 2 above, this coverage shall not extend to cover any risk that would otherwise be covered under such insurance by reason of any exclusion, qualification or provision whatsoever, including any differential amount by reason of any deductible, limit of liability or the like whatsoever.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1511

PORTS AND TERMINALS CONSORTIUM ADVICE AND INFORMATION EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Liability Wording and the provisions that apply therein.

Notwithstanding exclusions 3.15 and 3.16, and in consideration of payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal or contractual liability of the Assured:

For loss of income, less any savings, to any individual or organisation by whom the Assured is engaged for the supply of advice or information on the management of Operation(s) for which the Assured is insured under the Ports and Terminals Consortium Liability Wording whereby the Assured incurs such liability in consequence of the Assured's negligent act, error or omission in the provision of such advice or information during the period of this insurance.

EXCLUSIONS

Notwithstanding anything to the contrary contained herein or otherwise, this Extension does not cover any actual or alleged acts of medical malpractice.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1512

PORTS AND TERMINALS CONSORTIUM FINES AND DUTY EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured's legal liability arising from an unintentional breach of any regulation, legal or statutory provision resulting in:

- (a) Fines, customs duty, sales, excise tax, value added tax or similar fiscal charges or other penalty imposed by an Authority on the Assured or any other person acting within their authority on the Assured's behalf, or
- (b) Confiscation by an Authority of any property, including the handling equipment of the Assured.

Authority shall mean any government, State or local body, organisation or agency thereof.

Provided that such breach directly relates to:

- 1. The import or export of cargo or the equipment of the Assured's customers; or
- 2. Immigration; or
- 3. The safety of working conditions of the Assured's operations; or
- 4. Pollution.

EXCLUSIONS

This Extension does not cover any actual or alleged liability howsoever arising:

- (i) That has not been properly established, proved or held by a competent court or tribunal acting within its powers.
- (ii) For any illegal or criminal acts of the Assured.
- (iii) For commercial fines or penalties in respect of freight tariffs, competition or the structure or operation of the Assured's business or that of any person acting on the Assured's behalf.
- (iv) For any breach of any regulation, at Underwriters discretion, arising from the weight of cargo or carrying equipment on a public road if such breach appears to have been caused recklessly or intentionally by the Assured or the Assured's employees.
- (v) If any court or tribunal determines that it is illegal for the Assured to be insured for any cover given under this extension, then the other parts of this extension shall

remain effective, although no indemnity will be given with respect to any loss or claim arising from the coverage under this extension which is held to be illegal.

- (vi) For any amount that would have been payable by the Assured notwithstanding any breach.
- (vii) In the case of the United States - enforced by the Federal Maritime Commission, Department of Justice or Federal Trade Commission of the United States of America or the Drug Enforcement Agency or any successors.
- (viii) For any fine or duty associated with the non-compliance of the ISPS Code.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1513

PORTS AND TERMINALS CONSORTIUM INFRINGEMENT OF PERSONAL RIGHTS EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Liability Wording and the provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal liability of the Assured:

1. Resulting from false arrest, detention or imprisonment of any person.
2. Resulting from the publication or utterance of a libel or slander or of any other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
3. Resulting from wrongful entry or eviction, or other invasion of the right of private occupancy.

EXCLUSIONS

This extension does not cover any actual or alleged liability howsoever arising:

- (a) Out of the wilful violation of a statute, law or regulation committed by or with the knowledge or consent of the Assured.
- (b) In connection with any party relating to the Assured's past, present or future employment of such party.
- (c) Under any contract or written provision.
- (d) From a liability covered hereunder but commencing prior to the attachment date of this Extension.
- (e) Out of any publication or utterance in connection with any organisation or business enterprise, or its products or services made by or at the direction of the Assured, made recklessly or with the knowledge that such was false.
- (f) Out of any publication or utterance in connection with or related to advertising, broadcasting or telecasting conducted by the Assured.
- (g) From the arrest, detention or imprisonment of any vessel, cargo or property whatsoever.
- (h) From any criminal or illegal act or omission

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

GLOBAL

LSW1514

PORTS AND TERMINALS CONSORTIUM WRONGFUL DELIVERY OF CARGO EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Liability Wording and the provisions that apply therein.

Notwithstanding exclusion 3.7 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for wrongful delivery by the Assured of cargo (for which there is a contractual obligation for delivery on the part of the Assured or the Assured's sub-contractor(s)) contrary to instructions to withhold delivery or without taking in exchange payment or the relevant document of title.

In the event that the wrongful delivery was caused intentionally or recklessly by the Assured or the Assured's sub-contractor(s), Underwriters may in their absolute discretion decline or reduce the claim.

The Assured's supervision, control and loss prevention systems and practices will be amongst the factors taken into account by Underwriters.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1515

JOINT LIABILITY COMMITTEE WAR AND TERRORISM EXCLUSION CLAUSE (JL 2002/002)

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY

War and Terrorism Exclusion

This policy excludes any actual or alleged liability, costs or expenses arising directly or indirectly out of one or more of the following:-

- (a) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- (b) confiscation or expropriation;
- (c) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;
- (d) any terrorist act or any person(s) acting maliciously or from a political motive;
- (e) strikers, locked-out workmen, or persons taking part in labour disturbance, riots or civil commotions;
- (f) derelict mines, torpedoes, bombs or other derelict weapons of war.

All other terms and conditions remain unchanged.

**JL 2002/002
17/01/02**

JOINT LIABILITY COMMITTEE TERRORISM WRITE BACK CLAUSE **(JL2011/004)**

THIS CLAUSE MODIFIES THE POLICY. PLEASE READ IT CAREFULLY

Exclusion (d) of The Joint Liability Committee War & Terrorism Exclusion Clause (JL2002/002) shall not apply to the following but only where these are directly caused by or directly arise from Terrorism as defined below:

Liability arising from the operation, ownership, management or chartering of

- 1.1 Vessels, craft and units, whilst offshore, afloat, under construction or repair, in dock or in store ashore.
- 1.2 Seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port, terminal, shipyard harbour or marina.
- 1.3 Platforms, facilities and associated equipment, whilst offshore, or whilst in, on or under any navigable waters, including related construction or repair operations.

Liability arising from the carriage, shipment or storage of:

- 1.4 Cargo in the ordinary course of transit in accordance with the Joint Cargo Committee Termination of Transit Clause (Terrorism) JC2001/056.

For the purpose of this clause, 'Terrorism' means any act(s) of any person(s) or organisation(s) involving the causing, occasioning or threatening of harm whatever nature and by whatever means or putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious or ideological nature.

All other terms and conditions of the insurance remain unchanged.

JL 2011/004
05 October 2011

PORTS AND TERMINALS CONSORTIUM SECTION 2 - PROPERTY DAMAGE WORDING

1. LOSS, IF ANY, PAYABLE to Assured or Loss Payee, as set out in the Insurance Schedule.

2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters hereby agree, subject to the provisions of this Policy and the limits of this Section 2 as set out in the Insurance Schedule to indemnify the Assured in respect of:

- 2.1. Physical loss or physical damage to Insured Property *including electrical and machinery breakdown* as set out in the Insurance Schedule, within the Confines of the Port, Terminal or Insured Location, arising from an Accident occurring during the Policy period.
- 2.2 Costs or expenses incurred in the removal of wreckage of Insured Property and/or debris of Insured Property following loss or damage recoverable elsewhere under this Policy, but subject to a sub-limit of twenty-five percent of the insured value of the Insured Property, unless Underwriters agree otherwise.

In the event of a claim under 2.1 and 2.2 for the same Insured Property, the indemnity payable by Underwriters under both these clauses shall not exceed the insured value of that Insured Property or Section 2 limit as set out in the Insurance Schedule.

- 2.3 Physical loss or physical damage to Insured Property arising from strikes or riots, notwithstanding clause 6 of the General Policy Provisions and subject to clause 6 of this Section 2. Coverage under this clause may be terminated by Underwriters at any time giving the Assured or Assured's brokers 7 days notice by mail, facsimile or e-mail.

3. FIRE FIGHTING EXPENSES

This Section covers the Assured's loss of fire extinguishing materials or equipment if used to safeguard the Insured Property from a peril covered under this Section, and reasonable fire brigade charges for which the Assured is liable, and other extinguishing expenses incurred by the Assured to safeguard the Insured Property from a peril covered under this Section.

4. EXCLUSIONS

This Section does not cover loss or damage caused by or to:

- 4.1 wear, tear, marring, scratching, gradual deterioration, wet rot, dry rot, mould, spoilage, decay, decomposition, settling, shrinkage, expansion in building structures or foundations, subsidence, corrosion, rust, discoloration, electrolyte

- action, oxidation, erosion, leakage, evaporation, loss of weight, breakage of glass or other fragile articles;
- 4.2 vermin; moths, termites or other insects;
 - 4.3 atmospheric dampness or dryness, condensation, smog, fog, extremes or changes in atmospheric temperature;
 - 4.4 seepage of any substance whatsoever, backing up of sewers or drains, pollution or contamination;
 - 4.5 earthquake, tsunami, tidal wave, seaquake or volcanic eruption unless agreed by Underwriters;
 - 4.6 inherent vice, latent defect, error in design, fault or error in workmanship, manufacture or use of unsuitable materials. Costs of remedying or repairing inherent vice, latent defect, defects in design or manufacture;
 - 4.7 confiscation, requisition, detention, occupation, embargo, quarantine, or arising from any order of public or government authority or arising from acts of contraband or illegal transportation or illegal trade;
 - 4.8 the Safe Working Load being exceeded;
 - 4.9 mechanical or electrical breakdown or derangement of any communication equipment or alarm system or computer system;
 - 4.10 error or fault in computer or machinery programming or from data processing, media failure or breakdown;
 - 4.11 boilers, steam pipes, steam turbines, steam engines, pressure or vacuum vessels, caused by explosion, implosion, rupture or bursting where such are owned or operated by the Assured;
 - 4.12 cessation, fluctuation or variation in, or insufficiency of water, gas or electricity supplies;
 - 4.13 loss of market, loss of use, loss of income, interruption of business, or any other consequential loss or damage whatsoever;
 - 4.14 unexplained loss or mysterious disappearance, inventory shortage or loss due to book keeping, accounting or billing errors or omissions;
 - 4.15 infidelity, dishonesty, theft, fraud or pilferage of the Assured or the Assured's employees or others to whom the Assured has entrusted responsibility;
 - 4.16 the Assured and/ or the Assured's employees voluntarily parting with title or possession of property;
 - 4.17 processing, renovating, repairing, or working upon any Insured Property.

5. EXCLUDED PROPERTY

This Section does not cover the following:

- 5.1 Land or land values, air, water or other naturally occurring substance(s); other than land development values
- 5.2 Roads, driveways, pavements, curbing, culverts or sidewalks if outside the confines of the terminal-or insured location;
- 5.3 Buildings or structures in the process of construction including materials or supplies for such construction;
- 5.4 Stock, whether owned by the Assured, or in the care, custody or control of the Assured;
- 5.5 Property in transit, unless within the Confines of the Port, Terminal or Insured Location;
- 5.6 Accounts, bills, currency, money, notes, securities, deeds, evidence of debt and valuable papers;
- 5.7 Jewellery, precious stones, precious metals and alloys, fine arts, furs, garments, animals or plants;
- 5.8 Aircraft or any other aerial device, watercraft, vehicles designed for highway use or locomotives or rolling stock designed for railroad use, or cargo handling equipment

6. STRIKES / RIOTS

Strikes or riots shall not include any of the other acts excluded in clause 6 of the General Policy Provisions.

7. PROTECTIVE MAINTENANCE

The Assured shall maintain in good order, proper and adequate protection for the safety of the Insured Property, including any additional measures required by Underwriters, throughout the period of this Policy. Such protection shall not be withdrawn or reduced unless prior agreement has been obtained from Underwriters. If the Assured fails to comply with this clause, Underwriters will not be liable for any claims arising partly or solely from the Assured's breach of this clause.

8. AUTOMATIC ACQUISITIONS

This Section automatically holds covered property acquired by the Assured after the inception date of the Policy period for a period of up to 90 days after acquisition, provided:

- 8.1 Satisfactory advice and information regarding such property is given to Underwriters within 90 days of acquisition; and

8.2 The property value is not more than 10% of the overall limit for this Section as set out in the Insurance Schedule, and

8.3 The property is similar to that already scheduled and is within the Confines of the Port, Terminal or Insured Location, and

Underwriters reserve the right to charge additional premium and impose such terms, conditions and exclusions as they deem appropriate, or to decide not to continue to insure the property after the 90 days have elapsed.

9. VALUES DECLARED AND INCORRECT DECLARATION PENALTY

If property values declared to the Insurance Schedule are less than the actual market values, then any recovery hereunder shall be reduced by the same proportion that the scheduled value bears to the actual value for that particular item.

10. SETTLEMENT OF CLAIMS

Settlement of claims under this Section shall be calculated on the basis of the cost of repairing, replacing or reinstating (whichever is the least) the Insured Property with material of like kind and quality, subject to the following provisions:

The repair, replacement or reinstatement is carried out with due diligence and dispatch;

Underwriter's liability is limited to the actual amount necessarily spent by the Assured in repairing, replacing or reinstatement of the Insured Property, and will not in any event exceed the limits declared in the Insurance Schedule and overall limits for this Section 2.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, AND THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY

1/04
LSW1516

PORTS AND TERMINALS CONSORTIUM EARTHQUAKE EXTENSION CLAUSE (PROPERTY)

This extension is to be read in conjunction with the Ports and Terminals Consortium Property Damage Wording and the provisions that apply therein.

Notwithstanding exclusion 4.5 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to cover physical loss or physical damage to Insured Property:

- A. Directly caused by earthquake, *tsunami*, tidal wave, seaquake or volcanic eruption
- B. By fire or explosion directly caused by earthquake, *tsunami*, tidal wave, seaquake or volcanic eruption.

In respect of loss covered under part A of this extension, Underwriters shall only be liable for the amount by which such loss or damage during any one period of seventy two consecutive hours exceeds the underlying amount/deductible as specified in the Insurance Schedule.

The Assured may choose the date and time when any such period of 72 consecutive hours commences.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section 2 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1517

Re-dredging Cost Clause Endorsement

REDREDGING COVER TERMS

1. Capital costs of dredging the channel to same width, depth and size the channel was in prior to the loss event. The onus of proof of loss following a Catastrophic / an Act of God event (events being Earthquake, Seaquake, Tsunami, Named (By IMD) Severe Cyclone or higher magnitude with sustained wind speed of 3 mins at the Port Location and Flood arising from Severe Cyclone) it is required upon the Assured to show that it is necessary to cover such abnormal action of the sea.

2. The cost of dredging and re-dredging incurred as a result of abnormal/unanticipated action of the sea. Such costs will be limited to those that are immediately related to the necessity to restore the damaged part of the channel as a result of such event.

EXCLUSIONS

This extension does not cover:

(a) Normal action of the Sea (Normal Action of the sea is defined as "wind velocity measured in the vicinity of the port that, in the open sea will create a sea state below or equal to **Beaufort Scale 10**".

(b) Inevitable loss, damage or liability caused by normal tides, current/undercurrent, wave action of sea and due to soil erosion that is consistent with expected/anticipated depth changes over the last 10 years

WARRANTED

Assured to maintain full records of dredging depths to be maintained, including nautical chart of area to be dredged

Assured to provide historical (monthly) records of depths over the last 10 years in/around the Port/channels/anchorages where specific depths need to be maintained

Information of Planned Re-dredging Schedule for 2022-2023 along with the cost/budget to be shared with the Underwriter.

PORTS AND TERMINALS CONSORTIUM SECTION 3 - HANDLING EQUIPMENT WORDING

1. **LOSS, IF ANY, PAYABLE** to Assured, or Loss Payee as set out in the Insurance Schedule.

2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters hereby agree, subject to the provisions of this Policy and the limits of this Section as set out in the Insurance Schedule, to indemnify the Assured in respect of:

- 2.1 Physical loss or physical damage to Insured Handling Equipment *including electrical and machinery breakdown* as set out in the Insurance Schedule, within the Confines of the Port, Terminal or Insured Location arising from an Accident occurring during the Policy period.
- 2.2 Physical loss or physical damage to Insured Handling Equipment arising from strikes or riots, notwithstanding clause 6 of the General Policy Provisions and subject to clause 6 of this Section 3. Coverage under this clause may be terminated by Underwriters at any time by giving the Assured or the Assured's brokers 7 days notice by mail, facsimile or e-mail.
- 2.3 Daily lease charges for an item of Insured Handling Equipment, leased to the Assured and where such charges have been incurred by reason of an Accident insured under this Section, (subject to clause 7) and resulting in:
 - A. The prevention of the redelivery of the Insured Handling Equipment to the lessor by the originally intended date due to that item being an actual or constructive total loss;
 - B. Delay in redelivery of the Insured Handling Equipment to the lessor by reason of obligation to effect repairs to the item.

In the event of a claim under this Section 3, the indemnity payable by Underwriters under all sections for the same Insured Handling Equipment shall not exceed the insured value of that item as identified in the Insurance Schedule.

3. FIRE FIGHTING EXPENSES

This Section covers the Assured's loss of fire extinguishing materials and equipment if used to safeguard the Insured Handling Equipment from a peril covered under this Section. Furthermore, this Section is extended to cover reasonable fire brigade charges for which the Assured is liable or other extinguishing expenses incurred by the Assured to safeguard the Insured Handling Equipment from a peril covered under this Section.

4. EXCLUSIONS

This Section does not cover loss or damage caused by:

- 4.1 wear, tear, marring, scratching or gradual deterioration, wet rot, dry rot mould, spoilage, decay or decomposition, settling, shrinkage or expansion, corrosion, rust, electrolyte action, discoloration, oxidation or erosion, leakage, subsidence, evaporation, loss of weight, breakage of glass or other fragile articles;
- 4.2 vermin, moths, termites or other insects;
- 4.3 atmospheric dampness or dryness, condensation, smog, fog, extremes or changes in atmospheric temperature;
- 4.4 seepage of any substance whatsoever, backing up of sewers or drains, pollution or contamination;
- 4.5 inherent vice, latent defect, error in design, fault or error in workmanship, manufacture or use of unsuitable materials. Costs of remedying or repairing inherent vice, latent defect, defects in design or manufacture;
- 4.6 earthquake, tsunami, tidal wave, seaquake or volcanic eruption, unless agreed by Underwriters;
- 4.7 mechanical or electrical breakdown or derangement of any communication equipment or alarm system or computer external to an item of Insured Handling Equipment;
- 4.8 confiscation, requisition, detention, occupation, embargo, quarantine, or arising from any order of public or government authority, or arising from acts of contraband or illegal transportation or illegal trade;
- 4.9 the Safe Working Load of any Insured Handling Equipment being exceeded;
- 4.10 loss of market, loss of use, loss of income, interruption of business, or any other consequential loss or damage whatsoever ;
- 4.11 cessation, fluctuation or variation in, or insufficiency of water, gas or electricity supplies;
- 4.12 artificially generated electrical current to electrical appliances, fixtures or wiring;
- 4.13 processing, erecting , dismantling, renovating, repairing (which shall not include general maintenance), or working upon any Insured Handling Equipment;
- 4.14 error or fault in computer or machinery programming or from data processing media failure or breakdown;
- 4.15 mechanical or electrical breakdown or derangement; however, this exclusion shall not apply to physical loss or physical damage arising from or caused by

such mechanical or electrical breakdown or derangement provided that such loss or damage is not otherwise excluded elsewhere in this Policy;

- 4.16 unexplained loss, mysterious disappearance, inventory shortage or loss due to book keeping, accounting or billing errors or omissions;
- 4.17 infidelity, dishonesty, theft, fraud or pilferage of the Assured or the Assured's employees or others to whom the Assured has entrusted responsibility;
- 4.18 the Assured or the Assured's employees voluntarily parting with title or possession of Insured Handling Equipment;
- 4.19 transit of Insured Handling Equipment unless within the Confines of the Port, Terminal or Insured Location.

5. EXCLUDED HANDLING EQUIPMENT

This Section does not cover

- any aircraft, helicopter, watercraft, vessels, vehicles designed for highway use,
- locomotives or rolling stock designed for railroad use if outside the confines of terminal or Insured location

6. STRIKES / RIOTS

Strikes or riots shall not include any of the other acts excluded in clause 6 of the General Policy Provisions

7. DAILY CHARGES

This Policy does not apply to daily lease charges where the item of handling equipment leased to the Assured is subject to a purchase option exercisable by the Assured or for the benefit of the Assured. Underwriters shall only be liable for a maximum amount of thirty days daily lease charges, from and including the original intended redelivery date, unless otherwise agreed by Underwriters.

8. PROTECTIVE MAINTENANCE

It is a condition precedent of liability under this Policy that the Assured shall maintain in good order proper and adequate protection for the safety of the Insured Handling Equipment, including any additional measures required by Underwriters, throughout the period of this Policy. Such protection shall not be withdrawn or reduced unless prior agreement has been obtained from Underwriters. If the Assured fails to comply with this clause, Underwriters will not be liable for any claims arising in whole or in part from the Assured's breach.

9. AUTOMATIC ACQUISITIONS

This Section automatically holds covered handling equipment, similar to that already scheduled, acquired by the Assured after the inception date of the Policy period for a period of up to 60 days after acquisition, provided:

- 9.1 satisfactory advice and information regarding such handling equipment is given to Underwriters within 90 days of acquisition; and
- 9.2 the handling equipment value is not more than 10% of the overall limit of this Section set out in the Insurance Schedule.
- 9.3 the handling equipment is similar to that already Scheduled and is within the Confines of the Port, Terminal or Insured Location.

Underwriters reserve the right to charge additional premium and impose such terms, conditions and exclusions as they deem appropriate or to decide not to insure the handling equipment after the period of 60 days elapses.

10. VALUES DECLARED AND INCORRECT DECLARATION PENALTY

If Insured Handling Equipment values declared to the Insurance Schedule are less than the actual market values, then any recovery hereunder shall be reduced by the same proportion that the scheduled value bears to the actual value for that particular item.

11. SETTLEMENT OF CLAIMS

Settlement of claims under this Section will be calculated as follows subject to a maximum of the amount declared for the item of Insured Handling Equipment in the Insurance Schedule:

- 11.1 Where the equipment can be repaired at a cost less than the cost of replacement of the equipment, Underwriters will pay the costs necessarily incurred to restore the equipment to the same condition as the equipment was in prior to the physical loss or damage occurring. Due allowance will be made for depreciation in respect of parts replaced, and the value of any salvage will be taken into account.
- 11.2 Where (11.1) does not apply Underwriters will pay the limit declared in the Insurance Schedule.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY

1/04
LSW1519

PORTS AND TERMINALS CONSORTIUM EARTHQUAKE EXTENSION CLAUSE (HANDLING EQUIPMENT)

This extension is to be read in conjunction with the Ports and Terminals Consortium Handling Equipment Wording and the provisions that apply therein.

Notwithstanding exclusion 4.6 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to cover physical loss or physical damage to Insured Handling Equipment:

A. Directly caused by earthquake, *tsunami*, tidal wave, seaquake or volcanic eruption; B.

By fire or explosion directly caused by earthquake, *tsunami*, tidal wave, seaquake or volcanic eruption.

EXCESS

In respect of loss covered under A of this extension, Underwriters shall only be liable for the amount by which such loss or damage during any one period of seventy two consecutive hours exceeds the underlying amount/deductible as specified in the Insurance Schedule.

The Assured may choose the date and time when any such period of 72 hours commences.

This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section 3 limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

1/04
LSW1520

PORTS AND TERMINALS CONSORTIUM SECTION 4 - BUSINESS INTERRUPTION WORDING.

1. **LOSS, IF ANY, PAYABLE** to Assured or Loss Payee, as identified in the Insurance Schedule.

2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters hereby agree, subject to the General Policy Provisions and the Section 4 limits as set out in the Insurance Schedule, to indemnify the Assured for loss of profit, increased cost of working and costs and expenses as set out in clause 3, arising from an interruption to the Assured's Operations caused by:

2.1 physical loss or physical damage to Insured Property or Insured Handling Equipment;

2.2 an Accident causing a blockage of:

A. An insured berth or insured quay (as specified in the Insurance Schedule) owned by or leased to the Assured and used in the Assured's Insured Operations for the purpose of mooring vessels.

B. Any approach channel or waterway;

C. Any land access immediately adjacent to the Confines of the Port, Terminal or Insured Location as specified in the Insurance Schedule.

2.3 interruption to electrical, *gas, fuel or water* supply to Insured Property or Insured Handling Equipment which is beyond the control of the Assured

2.4 interruption due to damage and/or blocked pipeline.

Provided that such interruption results in the Assured being wholly or partially unable to perform their Insured Operation(s) for a period commencing within the Policy period. This applies to paragraph 2.1 to 2.3.

3. CALCULATION OF LOSS

3.1 Loss of Profit. This shall be calculated by taking the reduction in the Assured's revenue derived from their Insured Operation(s) during the Loss Period less any savings the Assured may have, including but not limited to savings in working expenses, standing charges, taxes or the like, and less any increase in revenue at another of the Assured's location(s); and

3.2 Increased Cost of Working. This being costs and expenses reasonably and necessarily incurred by the Assured during the Loss Period for averting or minimising a loss covered under this Section 4. Such costs and expenses must not exceed the potential loss that the Assured is seeking to avert or minimise; and

3.3 Costs and expenses incurred by the Assured while investigating an Accident covered under this Section 4 and incurred protecting the interests of the Assured provided that such costs and expenses have been agreed by Underwriters,

4. EXCLUSIONS

This Section 4 does not cover:

- 4.1 The Assured's liability for any tax of any description;
- 4.2 Any loss arising from subsidence, landslip, avalanche or volcanic eruption or any excluded peril contained within the Property Damage or Handling Equipment Sections or the exclusions contained within the General Policy Provisions ;
- 4.3 Any loss arising from strikes or riots;
- 4.4 Any loss arising from faulty workmanship occurring during the execution of repairs;
- 4.5 Any loss arising from failure or delay in performance of any contractual obligation or guarantee;
- 4.6 Any loss for any period during which the Assured's Operations would not have continued for any reason other than the covered loss or damage;
- 4.7 Any increase in cost resulting from the suspension, lapse or cancellation of any lease, licence, contract or order;
- 4.8 Any increase in loss caused by the enforcement of a law or regulation regulating the use, construction, repair or demolition of any Insured Property or Insured Handling Equipment ;
- 4.9 Any loss arising as a consequence of insolvency or appointment of an administrative receiver or similar circumstance.

5. LOSS PERIOD

The Loss Period, as set out in the Insurance Schedule, shall be the period commencing when the Loss of Profit or Increased Cost of Working starts by reason of an Accident for which the Assured is insured under this Policy, or in the case of clause 2.3 the interruption to the electrical supply, and not exceeding the lesser of:

- (a) such length of time as is reasonably required to repair or replace the lost or damaged Insured Property, or Insured Handling Equipment; or in the case of 2.2 end the blockage; or
- (b) the Loss Period specified in the Insurance Schedule .

Should the business interruption continue after the expiry of the Policy, Underwriters will nevertheless make payment for the continuing interruption up to the limit of indemnity set out in this clause, and the Insurance Schedule.

6. MATERIAL DAMAGE PROVISION

It is a condition precedent to Underwriter's liability under clause 2.1. that payment has been made or liability admitted under the Property Damage or Handling Equipment Sections of the Policy. If payment has not been made or liability accepted, then Underwriters will not make any payment, or consider a claim under clause 2.1.

7. BLOCKAGE OF OPERATION(S)

Underwriters hereby agree, subject to the provisions of this Policy, to indemnify the Assured for any interruption to the Assureds' Operation(s) arising from an Accident causing a blockage of:

7.1.1 An insured berth and/or insured quay/ pipelines (as specified in the insurance schedule) owned by or leased to the Assured used for the purpose of mooring vessels.

7.1.2 Any approach channel and/or waterway or berth/quay/ pipelines caused by own and / or calling vessels / dropping object from Air/Land by own / hired property, equipment etc. whether covered under property section of the policy or not and consequent upon operation of insured perils or not irrespective of material damage to insured property.

7.1.3. Any land access within the immediate vicinity of the Port and/or Terminal and/or insured location as specified in the insurance schedule, irrespective of material damage to insured property or not.

7.2 Provided that:

7.2.1 Such blockage of Operation(s) results in the Assured being wholly and/or partially unable to perform their Operation(s) for any period within the Policy period as identified in the insurance schedule; and,

7.2.2 In respect of clause 7.1.1., such blockage of Operation(s) is also the subject of a physical loss and/or physical damage claim the Assured has under the Property Damage Section of this Policy arising from the same Accident in excess of the deductible applicable to that item as specified in the insurance schedule.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, AND THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE ALL OF WHICH FORM PART OF THE POLICY

1/04
LSW1522

EXPEDITING EXPENSES

This Policy covers the reasonable extra costs of temporary repair and the extra costs of expediting the permanent repair or replacement of lost, damaged or destroyed property, including overtime and express freight or other rapid means of transportation.

ARCHITECTS', SURVEYORS', LEGAL AND CONSULTING ENGINEERS' FEES CLAUSE

It is hereby agreed that within the limit(s) of the Sum(s) Insured on Buildings and Machinery, this Policy covers Architects', Surveyors', Legal, Consulting Engineers' and other Fees necessarily incurred by the Assured in the reinstatement of the property insured following upon its destruction or damage by any peril hereby insured against (but not any fees for the preparation of a claim or estimate of loss) not exceeding the amounts authorized under the Scales of the various Institutions regulating such charges prevailing at the time of the destruction or damage.

This Clause is subject otherwise to all the terms and conditions of the Policy to which it is attached.

MINOR WORKS

It is hereby noted and agreed that this policy covers destruction of and or damage to property in the course of construction or erection, alteration, dismantling, installation and all miscellaneous works.

PUBLIC AUTHORITY

The indemnity provided by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any legislation or with the Bye-Laws of any Municipal or Local Authority, or other properly constituted body charged with regulating building matters, provided that:

- I. The amount recoverable under this extension shall not include:
 - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) In respect of damage occurring prior to the granting of this extension
 - (ii) In respect of destruction or damage not insured by this policy
 - (iii) Under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - (iv) In respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance provided by this policy) of that portion of the property destroyed or damaged
 - b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

REINSTATEMENT CLAUSE

Subject to the following conditions, the basis upon which the amount payable in respect of property insured by this Policy is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose "Reinstatement" means:

- a) the rebuilding or replacement of property lost, destroyed or damaged which, provided the liability of the Insured is not increased may be carried out.
 - i) in any manner suitable to the requirement of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged

In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. The liability of the Insurer for the repairs or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceed its Sum Insured at the commencement of any damage, the liability of the Insurer shall not exceed the proportion of the amount of the damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at the time.
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the property insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not on the same basis of reinstatement.
4. All the terms and conditions of this Policy shall apply
 - a) in respect of any claim payable under the provisions of this memorandum except insofar as they are varied hereby
 - b) where claims are payable as if this memorandum had not been incorporated
5. This memorandum shall apply to Sections 2 and 3 of the policy

Average Clause (85%)

" This policy is subject to the condition of average, that is to say, if the property covered by this insurance shall at the time of the loss be greater value than the declared value the assured shall only be entitled to recover hereunder such proportion of the said loss as declared value by this policy bears to the total values of the said property. In the case the total values declared at the time of loss are not lower than 85% of the total value of the goods, the average clause will not apply, this stipulation will apply to each one of the items separately."

TEMPORARY REMOVAL CLAUSE

Subject to the following provisions, the property insured by this Policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporary removed for cleaning, renovation, repair or other similar purpose, elsewhere on the same or to other premises and in transit thereto and therefrom by road, rail or inland waterway.

The amount recoverable under this extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10% of the Sum Insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings), stocks in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to

- a) Motor Vehicles and Motor Chassis licensed for normal use
- b) Property held by the Insured in trust, other than machinery and plant.

ADDITIONAL INCREASED COST OF WORKING CLAUSE

Notwithstanding anything contained elsewhere in the Policy, the insurance is hereby extended to include the increased cost of working following loss or damage to an insured asset by one of the perils insured by this Policy.

The indemnity provided hereunder shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the disruption to the business arising from the insured loss. Such over will include but not be limited to expediting expenses in the effecting of repair or replacement alternate hire charges and additional transportation costs and the like. It is specifically agreed that all such expenses must be reasonable incurred and relate directly to the insured damage.

PREVENTION OF INGRESS/EGRESS CLAUSE

This Policy is extended to cover loss as insured by this Policy resulting from the necessary interruption of business at a location owned or operated by the Insured, at which ingress or egress is prevented due to physical loss or damage by an insured peril hereunder, at the location to which ingress or egress is prevented or within ten kilometres thereof.

PROFESSIONAL ACCOUNTANTS FEES CLAUSE

The insurance under Section 4 - Business Interruption includes provision for Accountants'/Auditors' Fees, which shall be limited to reasonable fees payable by the Insurer to their Accountants/Auditors for producing and certifying any particulars or details contained in the Insureds' books of accounts or other business books of documents or such proofs, information or evidence as may be required by the Insurer.

RISK DETAILS

TYPE: MARINE HULL AND MACHINERY INSURANCE POLICY

INSURED: **MORMUGAO PORT AUTHORITY**, (hereinafter referred as MPA) and/ or associated and/ or affiliated and/ or interrelated and/ or subsidiary companies and/ or corporations as they now are or may hereafter be created and/ or constituted and/ or for whom the Assured receive instructions to insure and/ or for whom the Assured have or assume a responsibility to arrange insurance, whether contractually or otherwise, as their respective rights and interests may appear hereinafter known as the Assured and/ or as original

PRINCIPAL ADDRESS:

Address of the Original Insured
Administrative Office, Finance Department, Headland Sada,
Mormugao, Goa – 403 804

PERIOD: 12 months with effect from 10th April 2023 till 9th April 2024 both days included, Local Time, India

POLICY CONDITIONS:

For owned vessels including cover for wreck removal, crew, etc.

Clauses for the Hull and Machinery Insurance of the vessels owned by MPA:

1. ITC Hulls Clause dated 1/10/1983 with Clause 8 amended to include 4/4th collision liability and extended to include Clause 9 of ITC Port Risk dated 20/7/1987.
2. Subject to deductible as per GIPSA circular
3. Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electro-magnetic exclusion clause
4. Cancellation returns only- No layup returns
5. All disputes in respect to claims are subject to Indian law and Jurisdiction
6. Trading warranty: Port Limits within 12 nm.
7. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause dated 10.11.2003.
8. Institute cyber- attack exclusion clause.
9. IACS Classification and maintenance of class clause.
10. Subject to Sanction Limitation and Exclusion clause-LMA3100 wordings.
11. Warranted vessel certified and licensed for trading by competent authorities.

12. Warranted vessel holds valid statutory Licenses & Certificates, including certificate of Survey & complies with statutory & regulatory conditions at all times during policy period.
13. Warranted in case of rough weather warning, the vessel is to be moored in sheltered waters and all due diligence measures taken.
14. Warranted the registration certificates and certificate of survey to remain valid at all times.
15. Warranted the vessel should have adequate manning as per regulations as applicable and crew should be competent as per relevant guidelines.

RISK DETAILS

TYPE:	TERRORISM AND SABOTAGE INCLUDING BUSINESS INTERRUPTION REINSURANCE
INSURED:	MORMUGAO PORT AUTHORITY , (hereinafter referred as MPA) and/ or associated and/ or affiliated and/ or interrelated and/ or subsidiary companies and/ or corporations as they now are or may hereafter be created and/ or constituted and/ or for whom the Assured receive instructions to insure and/ or for whom the Assured have or assume a responsibility to arrange insurance, whether contractually or otherwise, as their respective rights and interests may appear hereinafter known as the Assured and/ or as original
PRINCIPAL ADDRESS:	<u>Address of the Original Insured</u> Administrative Office, Finance Department, Headland Sada, Mormugao, Goa – 403 804
PERIOD:	12 months with effect from 10 th April 2023 till 9 th April 2024, both days included, Local Time, India
SUM INSURED:	As mentioned for Port Package Policy
LIMIT OF LIABILITY:	Combined Single Limit for Property Damage and Business Interruption: INR 1,300,000,000 Third party liability: INR 150,000,000 each and every loss and in the policy period aggregate. TOTAL CSL of INR 1,450,000,000
DEDUCTIBLE:	Material Damage: INR 2,000,000 each and every occurrence Business Interruption: 3 days TPL: 5% of the claim amount subject to minimum of INR 500,000