

Mormugao Port Trust, Goa

Type	Port Package Policy
Insured	Mormugao Port Trust. (hereinafter referred as MPT) 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.
Period	12 months from 10 th April 2019 To 10 th April 2020
Interest	<p>MPT's interest as a Port & Terminal Developer/ Operator and any/ all activities ancillary to such operations at the specified locations for all Risks of Physical Property loss or damage to properties and assets, onshore and offshore facilities, equipments, handling facilities, losses on Business Interruption, loss and or liabilities arising out of all Risks against third party liabilities arising from such operations including but not limited to statutory liabilities whatsoever and removal of wreck and/ or clean up costs subject to excluded risks specified by the Insured in the offer document and as specified below:</p> <p><u>Section 1) Property Damage:</u> To cover the Insured for all the risks of Physical Loss or Damage to the Insured's Handling Equipment and Onshore/offshore Property including physical damages to The Dredged Channel and Navigational Aids.</p> <p>Including Strikes, Riots, Civil Commotion, Malicious Damage, Vandalism, Subsidence, Landslide & Earthquake. Tsunami, Sea Quake.</p> <p><u>Section 2) Business Interruption</u> Including Port Blockage Including Damage to Breakwater Including Impact Damage as per Marine Impact Insurance Clause, as attached.</p> <p><u>Section Three</u> <u>Port & Terminal Operators Legal Liability / Third Party Liability</u> The Assureds' interests as a Port Operator and/or as specified in the Assureds' Operations and any activities ancillary to the Assureds' Operations at the Assureds Location(s) including Third Party Liabilities arising from such operation(s) inclusive of Removal of Wreck and/or Clean-up Costs and/or as more fully described within the Policy Wording</p>

Location of the Risk

Section One & Two

Headland Sada, Vasco da Gama, Goa-403804

Section Three

Worldwide

Sum Insured

Section 1) Property – excluding vessels

- a) Property Damage – Civil Structures
- b) Plant & Machinery – including civil structures, if any
- c) Other Equipment including Furniture & Fixtures

Total Sum Insured under Section 1 : Rs. 902crores

Break-up details as attached.

Section 2) Business Interruption

Annual Revenue - INR 4,100,000,000

Maximum indemnity period - 3 months

Section 3) Port & Terminal Operators Legal Liability / Third Party Liability

- Liability arising from Port & Terminal Operations – limit INR 150,000,000 per occurrence and in the aggregate for the policy period.
- Limit of INR 100,000,000 in respect of Removal of Wreck / Debris per occurrence and in the aggregate for the policy period.

Section 4) Sabotage and Terrorism

- Combined Single Limit for Property Damage and Business Interruption INR 1,300,000,000
- Third Party Liability INR 250,000,000 each and every loss and in the policy period aggregate.

Limit of Liability

Total Combined Single Limit for Property Damage, Business Interruption - INR 1,300,000,000 (INR One Hundred and Thirty crores only)

Deductibles

Section 1) Property:

5% of Claim Amount subject to a minimum of INR 10,00,000 each and every Claim.
10% of Claim Amount subject to a minimum of INR 10,00,000 each and every Claim in respect to Impact Damage to Berth including Act Of God Perils.
Re dredging cover: INR 25,00,000 each and every loss.

Section 2) Business Interruption

14 days each and every Claim.

Section 3) – Terminal Operator’s Liability

Section 1 – Terminal Operators Liability

INR 10, 00,000 any one accident or occurrence

Section 2 - Removal of Wreck/Debris

INR 10, 00,000 any one accident or occurrence

Section 4) Sabotage and Terrorism

- Property Damage – INR 2,500,000 and
- Business Interruption – INR 3 Days

Conditions

Section 1) Property:

Terms as per:

Ports & Terminals Property Damage Wording LSW 1516 (01/04)

Ports & Terminals Earthquake Extension Clause (Property) LSW 1517 (01/04)

Clause A amended to include Tsunami.

Clause B amended to include Sea quake.

Ports & Terminals Handling Equipment Wording LSW 1519 (01/04)

Exclusion 4.15 (Mechanical or Electrical Breakdown) deleted.

Ports & Terminals Earthquake Extension Clause (Handling Equipments)

LSW 1520 (01/04)

Clause A amended to include Tsunami.

Clause B amended to include Sea quake.

Section 2) Business Interruption

Terms as per Ports and Terminals Business Interruption Wordings LSW 1522 (01/04), as applicable.

Section Three

Port & Terminal Operators Legal Liability / Third Party Liability

LSW 1510 Ports and Terminals Liability wording.

LSW 1511 Ports and Terminals Fire Extension.

LSW 1512 Ports and Terminals Advice and Information Extension

LSW 1513 Ports and Terminals Fines and Duty Extension

LSW 1514 Ports and Terminals Infringement of? Personal Rights

LSW 1515 Ports and Terminals Wrongful Cargo Delivery Extension

Section Four – Sabotage and Terrorism

The following clauses:

- 1.LMA 3030 Physical Loss and Damage Wording (amended) and LMA 5150 Business Interruption (amended)
- 2.T3L-Terrorism liability.
- 3.Original wording LMA 3030 amended to delete Point No -12 of Losses Excluded – under Section 3
- 4.Sanction, Limitation and Exclusion Clause
- 5.Institute Cyber Attack Exclusion Clause (CL380)
- 6.Institute Radioactive Contamination, Chemical Biological and Electromagnetic
7. Weapons Exclusion Clause (CL370)

All Sections:

General Policy Provisions LSW 1524 (01/04)

Marine Impact Insurance Clause

Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical,

Electromagnetic Weapons Clause CL 370 10/11/03.

Institute Cyber Attack Exclusion Clause CL. 380 10/11/03.

**Choice of Law &
Jurisdiction**

This insurance shall be governed by and construed in accordance with the laws of India and each party agrees to submit to the exclusive jurisdiction of the Indian Courts.

Premium

To be Advised

**Premium Payment
Terms**

To be Advised

Information

The following Information was provided to Underwriters to support the assessment of the risk at the time of underwriting.

Risk Inspection report

Claims Experience: NIL since 10th April 2017

Sum Insured: Break – up Details as attached

Plant Layout