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 10th April 2019 To 10th April 2020

Interest
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:

Section 1) Property Damage:
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.

Including Strikes, Riots, Civil Commotion, Malicious Damage, Vandalism, Subsidence, Landslide & Earthquake. Tsunami, Sea Quake.

Section 2) Business Interruption
Including Port Blockage
Including Damage to Breakwater
Including Impact Damage as per Marine Impact Insurance Clause, as attached.

Section Three
Port & Terminal Operators Legal Liability / Third Party Liability
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
**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. 902 crores

Break-up details as attached.

**Section 2) Business Interruption**

Annual Revenue - INR 4,100,00,000  
Maximum indemnity period - 3 months

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

- Liability arising from Port & Terminal Operations — limit INR 150,00,000 per occurrence and in the aggregate for the policy period.  
- Limit of INR 100,00,000 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 1,300,00,000  
- Third Party Liability INR 250,00,000 each and every loss and in the policy period aggregate.

**Limit of Liability**

Total Combined Single Limit for Property Damage, Business Interruption - INR 1,300,00,000 (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.  
Redrudging 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

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)
**GLOBAL**

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<td>Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical, Electromagnetic Weapons Clause CL 370 10/11/03.</td>
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| **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