

DELAY IN START UP INSURANCE (MARINE)

(The terms and conditions including the wording provided are the proposed wordings and the final terms and conditions would be identical to those provided by the Reinsurer basing on the options exercised by the proposer)

CONDITIONS - Section I- Marine Delay in Start Up-
Section II – Marine Cargo

Section I : MARINE CONSEQUENTIAL LOSS INSURANCE

RISKS COVERED

This insurance covers up to:

INR (being the estimated gross profit during the indemnity period of ----- months) at the Maximum Rate of INR (representing the estimated gross profit during the indemnity period of ----- months /days) per day in respect of Unit I,

INR (being the estimated gross profit during the indemnity period of ----- months) at the Maximum Rate of INR - (representing the estimated gross profit during the indemnity period of ----- months/days) per day in respect of Unit II,

in respect of loss of standing charges or gross profit ascertained in the manner hereinafter provided, during the indemnity period, due to the production during such period falling short of the standard production (hereinafter defined) as a result of loss of or damage to or delay in delivery of the property as described in the schedule hereto (or any part thereof) caused by:

1.1 a risk which would be covered under insurance effected with the clauses (or any of them) attached and forming part of Section I of Policy No.

1.2 loss of, mechanical breakdown of, or damage to the hull, machinery and/or equipment of the vessel or aircraft on which any of the property is being carried or intended to be carried which would be covered either :

1.2.1 under an insurance effected subject to the Institute Voyage Clauses- Hulls CL.285 dated 1/10/83, and/or Institute War and Strikes Clauses Hulls- Voyage CL.295 dated 1/10/83 attached or

1.2.2 under an Aircraft All Risks Policy including War, Hijacking and Allied Perils

1.3 loss of, mechanical breakdown of, or damage to any other conveyance on which any of the property is being carried or intended to be carried from any fortuitous cause

1.4 the vessel aircraft or other conveyance on which any of the property is carried or intended to be carried being involved in a General Average , Salvage or Life Saving operation.

2. DURATION

2.1 The protection afforded by paragraph 1.1 above shall operate from the time the property leaves the premises of the manufacturers in the country of origin, continue during the ordinary course of transit and, where specifically agreed, during storage, if any, & until the property is delivered to site as per Section 11.

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2.2 The protection afforded by paragraph 1.2, 1.3 and 1.4 above shall operate in respect of vessels or craft from the time that the vessel or craft comes alongside the berth or mooring point at which the property is to be loaded thereon (including any casualties or incidents arising during such berthing or mooring) and in respect of conveyances (including aircraft) from the time that the conveyance arrives at the place where the property is to be loaded thereon.

3. DEDUCTIBLE:

From each & every claim covered under the terms of this insurance shall be deducted the sum of INR _____ in respect of Unit I, and INR _____ in respect of Unit II equivalent to ____ days indemnity, based on Purchased indemnity not loss.

4. MEASURE OF INDEMNITY:

The sum payable as an indemnity under this insurance shall be:

4.1 In respect of reduction in production:

The sum produced by applying the rate of standing charges &/or rate of gross profit as appropriate to the amount by which the production during the indemnity period shall in consequence of one or more of the occurrences listed in 1.1, 1.2, 1.3 or 1.4 above fall short of the standard production.

4.2 In respect of increase in cost of working:

Additional expenditure reasonably and necessarily incurred for the sole purpose of avoiding or diminishing the reduction in production which would have taken place during the period of indemnity in consequence of the contingency, but, not exceeding the sum produced by applying the rate of standing charges to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such standing charges as may cease or be reduced in consequence of the damage.

Provided that if the sum insured be less than the sum produced by applying the rate of standing charges to the annual production any amount payable under this policy shall be proportionately reduced.

5. EXCLUSIONS

In no case shall this insurance cover:

5.1 loss of or damage to the property as described in the schedule hereto or any expenses recoverable under the insurance on such property.

5.2 any claim for delay caused by the unreasonable withholding of Guarantees as a result of repairs to the property insured not being acceptable to the Manufacturer or his representative, providing such repairs have been carried out with materials and in a manner approved by Insurer(s)' Surveyor or a Surveyor of one of the Classification Societies listed in the Institute Classification Clause **CL.283** 1.1.01 or by a Surveyor of or approved by the London Salvage Association

6. CLAIMS:

6.1 In the case of a claim under this insurance, the Assured shall satisfy the Underwriters as regards the extent of the anticipated production and specified standing charges by all reasonable evidence, producing, inter-alia communications and/ or guarantees of the suppliers or manufacturers as to the property's production capacity. Further the Assured shall produce and furnish to the Insurer(s) such books of accounts and other business books,

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vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonable be requested by the Insurer(s) for the purpose of investigating or verifying the claim.

6.2 If the property insured hereunder is damaged or appears to be damaged on arrival, it is a condition precedent to a claim hereon that the Underwriters of this insurance shall be advised immediately, whether they are the Insurers of the property or not, the Underwriters of this insurance may, at their own expense less any expenses covered under paragraph 5.1 above, upon receipt of such advice, take any action they consider necessary to minimize the loss hereunder.

6.3 If the scheduled start up date of this project is delayed or postponed by a cause not covered under this insurance then the new start up shall be the basis of any claim hereunder.

7. SPECIAL CONDITIONS:

It is a condition of this insurance that:

7.1 The property as described in the schedule hereto is insured against Marine and War, Strikes etc risks on the conditions on which the interest is customarily insured;

7.2 The overseas vessel(s) shall comply with the provisions of the Institute Classification Clause CL.83 1.1.01

8. DEFINITIONS:

8.1 Gross Profit:

The sum produced by adding to the expected net profit amount all standing charges appertaining to the property or if there be no expected net profit the amount of all such standing charges less any net trading loss.

8.2 Expected Net Profit:

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to the capital) as is reasonably expected to result from the operation of the property after due provision has been made for all standing and other charges appertaining to the property.

8.3 Standing Charges:

All charges of the Insured's trade which are not affected by any change in the output of the business and which remain to be paid in full, such as rent, taxes and interest, depreciation of buildings, machinery and other plant.

8.4 Production:

The revenue of the goods produced/ power generated or to be produced by the property.

8.5 Rate of Gross Profit:

The rate of gross profit that would have been earned on the standard production/power generation to be brought about by the property but for the contingency.

8.6 Standard Production:

The revenue of the goods as could be reasonably expected to be produced during the indemnity period but for the contingency.

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8.7 Annual Production:

The anticipated production/generation during the 12 months immediately following the commencement of production.

8.8 Rate of Standing Charges:

The proportion expressed as a percentage of standing charges to the annual production/generation.

8.9 Applying to 8.5; 8.6; 8.7 and 8.8 above:

Based upon the estimated production programme of the business, to which such adjustments shall be made, as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the expected date that the property should have been put into use or operation but for the contingency or which would have affected the business had the contingency not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the contingency would have been obtained during the relative period after the date that the property should have been put into use or operation.

8.10 Indemnity Period:

The indemnity period begins on the date on which, but, for the contingency, the property would have been put into use or operation and ending not later than 9 months thereafter during which period the production reasonably expected to be achieved by the property is affected in consequence of the contingency.

9. MINIMISING LOSSES:

It is the duty of the Insured and their servants and agents in respect of loss recoverable here-under:

9.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurer(s) will, in addition to any loss recoverable here-under, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

10. Measures taken by the Insured or the Insurer(s) with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

11. AVOIDANCE IN DELAY:

It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

12. LAW AND PRACTICE

This insurance is subject to English and Welsh Law and Practice.

13. ADJUSTMENT AND SETTLEMENT OF CLAIMS

Claims hereunder shall be adjusted & settled in India

Section II: Marine Cargo cover:

(The following covers are the proposed covers offered)

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

1. Risks Clause

The insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4,5,6 and 7 below.

2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6 and 7 or elsewhere in this insurance.

3. "Both to Blame Collision" Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. General Exclusions Clause

In no case shall this insurance cover

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

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5. Unseaworthiness and Unfitness Exclusion Clause

- 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. Strikes Exclusions Clause

In no case shall this insurance cover loss damage or expense

- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. Transit Clause

- 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 8.1.2.1 for storage other than in the ordinary course of transit or
- 8.1.2.2 for allocation or distribution,
- or
- 8.1.3 on delivery at site but excluding Final Positioning.
- 8.2 If, after discharge oversee from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to

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which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

- 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or
9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

CLAIMS

11. Insurable Interest Clause

- 11.1 In order to recover under this insurance the assured must have an insurable interest in the subject-matter insured at the time of the loss.
11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

12. Forwarding Charges Clause

 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in the Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14. Increased Value Clause

14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonable incurred in pursuance of these duties.

17. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

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LAW AND PRACTICE

19. English Law and Practice Clause

This insurance is subject to English law and practice.

Note: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

**INSTITUTE CARGO CLAUSES (AIR)
(excluding sendings by Post)**

RISKS COVERED

1. Risk Clause

This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2,3 and 4 below.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency of unsuitability or packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

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3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3.3 derelict mines torpedoes bombs or other derelict weapons of war.

4. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs labour disturbances, riot or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. Transit Clause

- 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
 - 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit, or
 - 5.1.2.2 for allocation or distribution
 - or
 - on delivery at site but excluding Final Positioning.whichever shall first occur.
- 5.2 If, after unloading from aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

6 Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate

unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain its force, subject to an additional premium if required by the Underwriters, either

- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
or
- 6.2 If the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Change or Transit Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

CLAIMS

8. Insurable Interest Clause

- 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusion contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10. Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

11. Increased Value Clause

- 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this

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insurance and all Increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

11.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

12. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

13. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

14. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

15. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

16. English Law and Practice Clause

This insurance is subject of English law and practice.

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NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

1. Risks Clause

This Insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.

2. General Average Clause

This Insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. General Exclusions Clause

In no case shall this Insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expenses caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss damage or expenses arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter

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- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. Unseaworthiness and Unfitness Exclusion Clause

- 4.1 In no case shall this Insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

- 5.1 This Insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during ordinary course of transit and terminates either
- 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution,
- Or
On delivery at site but excluding Final Positioning.
- 5.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this Insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This Insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before

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delivery of the goods as provided for in Clause 5 above, then this Insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

- 6.1 until the goods are sold and delivered at such port or place, or unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur
or
- 6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

CLAIMS

8. Insurable Interest Clause

- 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Increased Value Clause

- 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein, the agreed value of the cargo shall be deemed to be increased to the total amount insured under this Insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this Insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

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MINIMISING LOSSES

11. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. Reasonable Despatch Clause

It is a condition of this Insurance that the Assured shall act with reasonable despatch in all circumstances within their control

LAW AND PRACTICE

14. English Law and Practice Clause

This Insurance is subject to English law practice.

NOTE: *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

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- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strike arising therefrom, or any hostile act by or against a belligerent power.

DURATION

3. Transit Clause

- 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 3.1.1 on delivery to consignees’ or other final warehouse, premises or place of storage at the destination named herein
 - 3.1.2 on delivery to any other warehouse, premises or place or storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 3.1.2.1 for storage other than in the ordinary course or transit or
 - 3.1.2.2 for allocation or distribution
- or

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on delivery at site but excluding Final Positioning.
whichever shall first occur.

- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions at Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

4. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specifically agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
or
- 4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

CLAIMS

6. Insurable Interest Clause

- 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

7. Increased Value Clause

- 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

9. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

11. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

12. English Law and Practice Clause

This insurance is subject to English law and practice.

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NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

1. Risks Clause

This Insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt threat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

2. General Average Clause

This Insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. General Exclusions Clause

In no case shall this Insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction of radioactive force or matter.

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4. Unseaworthiness and Unfitness Exclusion Clause

- 4.1 In no case shall this Insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

- 5.1 This Insurance
- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium, such insurance*
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this Insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the Insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are

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on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this Insurance continues subject to terms of these clauses,
or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by post) shall be deemed to form part of this Insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such Insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 5.1.4

5.4 The insurance against the risk of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed to by the underwriters.

5.5 *Subject to prompt notice to Underwriters, and to additional premium if required*, this Insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place or discharge

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by the vessel)

6. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

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CLAIMS

8. Insurable Interest Clause

- 8.1 In order to recover under this Insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Increased Value Clause

- 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this Insurance and all increased value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 9.2 **Where this Insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. Not to Inure Clause

This Insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

11. Duty of Assured Clause

It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder

- 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

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12. WAIVER CLAUSE

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. English Law and Practice Clause

This Insurance is subject to English law and practice.

NOTE: *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

**INSTITUTE WAR CLAUSES (AIR CARGO)
(excluding sendings by Post)**

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

2. General Exclusions Clause

In no case shall this Insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

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- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 any claim based upon loss of or frustration or the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

DURATION

3. Transit Clause

- 3.1 This Insurance
 - 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
 - 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium, such insurance*
 - 3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
 - 3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this Insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel.

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During the period of 15 days the Insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the Insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this Insurance continues subject to the terms of these clauses

or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 3.1.4.

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.

(For the purpose of Clause 3

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. Change of Transit Clause

Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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7. Increased Value Clause

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 **Where this Insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

9. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

10. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

11. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

SBI General Insurance Company Limited

LAW AND PRACTICE

12. English Law and Practice Clause

This Insurance is subject to English law and practice.

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

**INLAND TRANSIT (RAIL OR ROAD) CLAUSE – A
(ALL RISKS)
RISKS COVERED**

1. Risks Clause

This insurance covers all risks of loss or damage to the subject-matter insured except as provided in Clauses Nos. 2,3, & 4 below

EXCLUSIONS

2. General Exclusion Clause

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "packing" shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detainment and the consequences thereof any attempt thereat
- 3.3 derelict mines bombs or other derelict weapons of war.

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4. Strike Exclusion Clause

In no case shall this insurance cover loss damage or expense

- 4.1 caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from political motive.

DURATION

5. Transit Clause

This insurance attaches from the time the goods leave the warehouse and / or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any,

- (i) until delivery to the final warehouse at the destination named in the policy, or
- (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- (iii) in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy

whichever shall first occur

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

CLAIMS

6. Insurable Interest Clause

6.1 in order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and the underwriters were not.

BENEFIT OF INSURANCE

7. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailees.

MINIMISING LOSSES

8. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose or averting or minimising such loss and

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway

8.3 / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute

and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Waiver Clause

Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

10. Reasonable Despatch Clause

It is a condition of this insurance that the assured shall act with reasonable despatch in all circumstances within their control.

“STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSE” (Inland Transit not in conjunction with Ocean Going Voyage)

RISKS COVERED

1. Risks Clause

Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below loss of or damage to the subject-matter insured caused by:

1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,

1.2 any terrorist or any person acting from a political motive,

1.3 malicious acts vandalism or sabotage.

EXCLUSIONS

2. General Exclusions clause

In no case shall this insurance cover:

- 2.1 loss or damage proximately caused by delay, inherent vice or nature of the subject-matter insured
- 2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion
- 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
- 2.4 loss or damage caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

- A) It is hereby agreed that this policy covers the risk of Theft and/or Pilferage irrespective of percentage, No liability for loss to attach hereto unless notice of survey has been given to under-writers, Agents within 10 days of the expiry of risk under the policy.
- B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire Package for which the liability of the Ship owner or other Carrier is limited reduced or negative by the contract of Carriage by reason of the value of goods.

Underwriters to be entitled to any amount recovered from the Carrier or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

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INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

INSTITUTE CLASSIFICATION CLAUSE

THE MARINE TRANSIT RATES AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND / OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS OF STEEL CONSTRUCTION, CLASSED AS BELOW BY ONE OF THE FOLLOWING CLASSIFICATION SOCIETIES,

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Lloyd's Register	:	100 A1 or B.S.
American Bureau of Shipping	:	+A1
Bureau Veritas	:	1 3/3 E +
China Classification Society	:	* CSA
Germanischer Lloyd	:	+100 A5
Korean Register of Shipping	:	+ KRS 1
Maritime Register of Shipping	:	KM *
Nippon Kaiji Kyokai	:	NS*
Norske Veritas	:	+1A1
Registro Italiano	:	*100-A-1.1.

PROVIDED SUCH VESSELS ARE

- a)
 - i) not bulk and / or combination carriers over 10 years of age.
 - ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.

- b)
 - i) not over 15 years of age, OR
 - ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.

CARGOES AND / OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

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(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the Cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

In the case of sendings to and/or from the United States of America which shall be subject to 48 hours Notice of Cancellation at any time.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE- 10/11/2003

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 or 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.

Goods shipped on deck

Goods shipped on deck are covered under full policy conditions warranted sea worthy packing and rust proofing, excluding Rusting, Oxidation, Discolouration or any unpacked / unprotected item.

General Average and Salvage Charges Clause

For the purpose of claims for General average contributions and Salvage Charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

TRANSSHIPMENT CLAUSE

This cover is extended to include the risk of transshipments, is and as applicable whether customary or otherwise.

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ESCALATION CLAUSE

In consideration of the payment of an additional premium It is hereby declared and agreed that the Company shall provide for escalation in Sum Insured under Items of Section I of the schedule attached to the policy up to 15% in respect of imported equipment and 10% in respect of indigenous equipment, as shown in schedule, of the original site value, the basis of claim settlement shall be the original site value of affected equipment plus increase in cost of replacement, if any, provided that the increase in the value of such equipment does not exceed 15% in respect of imported equipment and 10% in respect of indigenous equipment, as shown in schedule, of the original site value.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as full insured up to the sum insured inclusive of 15% in respect of imported equipment and 10% in respect of indigenous equipment increase, as shown in schedule as per selected escalation and under insurance would apply only in the event of the cost of replacement of the affected equipment exceeding the original value inclusive of selected 15% in respect of imported equipment and 10% in respect of indigenous equipment, as per schedule, towards escalation.

It is however understood and agreed that the premium collected against price escalation hereinabove shall not be subject to refund of premium as provided in the premium adjustment clause in memo 2 of the policy.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

Subject otherwise to the same terms, conditions, exceptions and limitations of the Policy.

Rejected or Returned Shipments Clause - Applies to Section II Only

In the event Of Shipments insured under this policy being rejected or returned for any reason, such shipments shall be covered against policy conditions continuously hereunder including whilst in warehouse or elsewhere until finally disposed of by the Insured.

Reports of such detentions and/or return shipments to be made to the Insurers by the Insured as soon as practicable after they have knowledge of the same.

These risks shall be held covered at rates to be agreed subject to details of each case as may arise.

Debris Removal Clause

This insurance shall cover, in addition to any other amount recoverable, extra expenses reasonably incurred by the Insured for the removal and disposal of debris of the subject matter insured or part thereof by reason of damage to thereto caused by an insured peril, but, excluding absolutely:

Any expense incurred in consequence of or to prevent or mitigate pollution, contamination or any threat or liability therefore and

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Cost of removal of cargo from any vessel or craft.

In no case shall the Insurers be liable under this clause for more than INR 20,000,000- under this policy of the damaged subject matter insured.

Omission Clause

Any omission or erroneous declaration by the Insured may be rectified even after the arrival, provided such omission or declaration was in good faith.

Insolvency Exclusion Clause

It is hereby declared and agreed that the exclusion of loss or damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel is amended to read as follows:

In no case shall this insurance cover loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel, where the Insured are unable to demonstrate that, prior to the loading of the subject matter insured, all reasonable, practicable and prudent measures were taken by them, their servants and agents to establish the financial reliability of the party in default.

Representative Clause:

This policy shall not cover loss or damage caused by wilful act or gross negligence of the representatives of the Insured. This exclusion is applicable only to damages and losses caused by the representatives of one member of the Consortium to its own share of the insured property.

The representatives are defined as follows:

The members of the managing board or their general deputies, the managers, the partners with unlimited liability, the partners, the proprietor and foreign companies the relevant group of persons.

Strikes Cancellation Clause (Cargo)

Strikes Clause may be cancelled either by the underwriters or the Insured, except in respect of any insurance, which shall have attached in accordance with the conditions of the Institute Strikes Clauses before the cancellation become effective on the expiry of 7 days from the midnight of the day on which notice of the cancellation is issued by or to the Insurers.

In the case of sendings to and/or from the United States of America which shall be subject to 48 hours Notice of Cancellation at any time.

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War Risk Rate Adjustment Clause

Warranted that the War Rates charged under the policy are subject to adjustment at any time following outbreak of hostilities or civil disturbances or similar occurrence anywhere in the world.

Unpacking Clause / Deferred Packing Clause / 50:50 Clause

In the event that the goods are not unpacked on arrival at final destination, the goods will be subject to the following clause:

It is agreed that any loss or damage discovered on opening that containers/cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of the attachment of the Insured Parties' interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the cessation of risk hereunder. This agreement shall, however, only apply, where such loss or damage is discovered within 90 days of the cessation of risk hereunder.

Upon arrival at the erection site, goods are to be inspected by the Insured for possible damage incurred during transit. In case of packed goods which are to be left in their original, until a later date, the packing is to be visually inspected for signs of possible damage. If any sign of damage is visible, the goods are to be unpacked immediately and inspected. Any damage discovered is to be reported to the Marine Insurers.

Where the packing of goods manifests no sign of damage to the goods having been incurred during transit, any damage to the goods which become manifest upon their unpacking will be ascribed to the marine cover or the erection cover according to whether it clearly was caused before or after arrival of the goods at the erection site.

Where it is not possible to establish whether the damage was caused before or after arrival of the goods at the erection site, it is agreed that the settlement will be made 50:50 by the Marine and the Erection Insurers.

GENERAL WAIVER OF SUBROGATION

Insurer(s) hereby agree to waive rights of subrogation against all parties comprising of the Insured.

It is further agreed that the Insured's rights of recovery under this insurance are not to be prejudiced by their granting waiver of recourse to carriers, bailees or other parties.

ARBITRATION & APPRAISAL

If any difference shall arise as to the amount to be paid under this reinsurance (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing to do so by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

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Arbitrator or Arbitrators must have a minimum of 10 years experience.

CLAIMS QUANTUM CLAUSE - Applies to Section II Only

Insurer(s) hereon agree that where claims papers submitted demonstrate that only the quantum of the claim is in question, a "payment on account" will be made equal to 75% of the amounts provisionally agreed by the Insurer(s) hereon.

LOSS MINIMISATION CLAUSE - Applies to Section II Only

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in attempt to prevent or minimise such further loss or damage will be indemnified. Provided always that in no case shall the liability (including loss minimisation expenses) of the Underwriters exceed the insured value of the complete machine.

Deductible Clause

All claims for loss, damage or expense resulting from any one occurrence or series of occurrences arising out of any one event shall be adjusted as one claim and from the amount of such adjusted claim there shall be deducted the sum of:

Overseas Transits:

Indigenous Transits:

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC2001/056;

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

Either

1.1 As per the transit clauses contained within the Policy, **or**

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein **or**

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution **or**

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- 1.4** in respect of marine transits, on the expiry of 60 days after completion of discharge outside of the goods hereby insured from the overseas vessel at the final port of discharge or
- 1.5** in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,
- whichever shall first occur.
- 2.** If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause **1 above** .
- 3.** This clause is subject to **English law and practice**.

Additional Customs Duty Clause

The policy shall indemnify, following a recoverable loss or damage, the customs duty/ excise duty that could be levied on the replacement supplies up to a limit of INR -. (**Not to increase overall policy limit**)

CONDITIONS APPLICABLE TO SECTIONS I & II

Lenders' Clause:

Any organisation providing financial support to the project (collectively called the "Lenders") and included as an Insured in the declarations shall not be responsible for the payment of any premium due under this insurance. However, the Survey Warranty will be paramount to all Insured's and the limit of liability will apply once only across all insured parties together collectively, not separately to each party.

Notice of Loss:

As soon as practicable, written notice of loss which is likely to involve this insurance shall be given by the Insured to Insurance Company. and thence to Insurer(s) hereon.

Loss Payee:

Loss, if any, payable to the Named Insured or order.

Survey Warranty:

The Named surveyor is-----&/or their nominated representatives.

It is warranted that the Named Surveyor attends and approves all loading, stowage (Including protection for non containerised Critical Items shipped on deck), lifting and discharge of all named Project Cargo Critical Items (shown in slip information) throughout entire transit.

It is a condition precedent to the recovery of indemnity under this policy that:

All of the Named Surveyor's recommendations are complied with by the insured.

All named Project Cargo Critical Items are to be shipped under deck other than where such critical items are shipped in totally enclosed steel containers per purpose built cellular container vessels, or where on deck stowage has been

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approved by the Named Surveyor.

Shipments requiring the use of local barges or lightering shall not be regarded as on deck.

However, where local barges or lightering is used the Named Surveyor will approve the tug, barge, fastening and towing operations in accordance with the Survey Warranty.

In respect of Protect Cargo Critical Items, it is warranted that where items are not new and not sourced directly from the original manufacturer, packaging is approved by the Named Surveyor.

All fees for the account of the insured unless otherwise agreed.

This Survey warranty does not apply if:

A) Any critical items are shipped:

- (i) In full and/or sole use fully enclosed containers door to door
- (ii) By airfreight (other than heavy lift)

And

B) The proposed shipping methodologies and/or procedures of any critical items are deemed acceptable by the named surveyor for the proposed transportation and in their opinion a survey can be waived.

C) In the named surveyor's opinion any component or sub-assembly of any critical item does not necessitate a survey.

D) The Agreement Parties agrees to waive survey requirements for any specific shipment or part of the entire transportation.

Failure to comply with this warranty shall not affect this insurance except as respects to the individual shipment(s) concerned. This insurance will continue in full force and effect for all other shipments complying with the survey warranty.

In the event of a Breach of the Survey Warranty , the policy coverage will not cease but the insuring condition under Section 1 of this policy shall be deemed to be no wider than:

Institute Cargo Clauses B dated 01/01/82 (CL253) with clause 1.1.3 deleted.

Institute War Clauses dated 01/01/82 (CL255)

Institute Strikes Clauses dated 01/01/82 (CL256)

In respect of on deck shipments and/or local barges or lightering policy coverage will be deemed to be no wider than

Institute Cargo Clauses C dated 01/01/82 (CL254)

Institute War Clauses dated 01/01/82 (CL255)

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Institute Strikes Clauses dated 01/01/82 (CL256)

In the event that the insured subsequently complies with the conditions of the Survey Warranty, then from the date of compliance, as evidenced by the surveyor's inspection Certificate, full policy coverage will be reinstated. Where a breach of Survey Warranty has occurred and cover is subsequently reinstated and a Loss occurs the onus of proof that any such loss (es) would be recoverable under this policy rests with the insured to prove to the satisfaction of the insurers hereon.

It is further understood and agreed that where the Insured or Companies acting on their behalf have provided the Approved Survey Agent or their customary notification office with the shipment ETD and ETAs at least 72 hours in advance of estimated load/discharge dates then failure of the Surveyors to actually attend shall be deemed not to be a breach of the above warranty.

Schedule of Named Project Cargo Critical Items

DIC on suppliers policy to Indian Port (Applicable to Section II only)

It is noted & agreed that this policy is to respond on a Difference in Conditions basis to the policy arranged by the Supplier. The deductible as stated hereon to always remain paramount. It is also agreed that in no case shall this insurance contribute in double insurance.

Marine Delay in Start Up Adjusters

It is agreed that in event of Loss or Damage to a Critical Item, which could impact Start Up the following loss adjusters shall be appointed
To be advised.

General Waiver of Subrogation:

Insurer(s) hereby agree to waive rights of subrogation against all parties comprising of the Insured.

It is further agreed that the Insured's rights of recovery under this insurance are not to be prejudiced by their granting waiver of recourse to carriers, bailees or other parties.

Joint Insured:

It is noted and agreed that the Insured under Sections I and II comprises of more than one party, each operating as separate and distinct entities and that cover hereunder shall apply in the same manner and to the same extent as if individual insurances had been issued to each such party as identified within the individual sections herein.

Provided always that nothing herein shall increase the Sum Insured stated herein, and also that policy terms and conditions are deemed paramount and are precedent to any liability hereon.

Non Vitiation:

The Insurers undertake to each Insured that the policy shall not be invalidated as regards the respective rights and interests of each Insured and that the Insurers will not seek directly or indirectly to avoid any liability under this insurance and/or assignment because of any act, neglect, error or omission made by any other Insured (whether occurring before or after the inception of this insurance), including, without limitation, any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured, any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the policy, whether or not any such act, neglect, error or omission could, if known at any time, have affected any decision of the Insurers to grant the policy, to agree any particular term or terms of the policy (including, without limitation, this

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endorsement and the amount of any premium) or to act or refrain from acting in any way whatsoever in relation to this insurance or to liability which may arise there-under. Notwithstanding the above, it is hereby understood and agreed that this provision shall not apply in the case of breach of survey warranty, as detailed in the survey warranty clause contained in the general conditions section of this insurance, such warranty shall in all circumstances be paramount.

Apportionment of Recoveries:

Where a recovery is sought and obtained from any third party, the Insured shall participate in the proportion which the deductible or other self-insured or uninsured amount bears toward the total sum claimed against the Third Party and Insurers shall participate on a like basis so far as the insured proportion of such a claim is concerned. Costs or other legal expenses shall be apportioned in like manner.

Choice of Law and Jurisdiction

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

Co-insurance Clause

It is hereby declared and agreed that all reference to the words 'Insurance Company' or 'The Company' wherever they occur in this policy shall be deemed to refer 'The Insurer' as defined in the Schedule incorporated herein and the liability of each insurer shall be separately limited to the share shown against their names provided that, where any condition require notice or communication to be given to the said insurer, notice or communication to 'The Insurance Company' shall deem to be sufficient notice to all the insurers.

Grievances:

The Grievance Redressal Cell of the SBI General looks into complaints from Insured. The Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance. Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears on our website.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance.

List of Ombudsman offices with contact details are attached for ready reference. For updated status, please refer to website www.irdaindia.org.

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	03-10-2019

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<p>BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka.</p>	<p>23-04-2018</p>
<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>	<p>24-05-2018</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>	<p>11-09-2019</p>
<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.</p>	<p>16-04-2018</p>
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453,</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>	<p>03-05-2018</p>

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<p>Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>		
<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi.</p>	<p>12-09-2019</p>
<p>GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	<p>02-05-2018</p>
<p>HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>	<p>11-06-2018</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>	<p>13-04-2018</p>

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<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>	<p>07-11-2018</p>
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>	<p>30-09-2019</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman,6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	<p>11-09-2019</p>
<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman,</p>	<p>Goa, Mumbai Metropolitan Region</p>	<p>04-05-2018</p>

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<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>	<p>03-12-2019</p>
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