



## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

### **BOATMAN COMPREHENSIVE PACKAGE INSURANCE POLICY**

WHEREAS THE INSURED by a proposal and declaration as stated in the schedule which shall be the basis of this contract and is declared to be incorporated herein has applied to The NEW INDIA ASSURANCE COMPANY LTD. (hereinafter called the COMPANY) or insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident at any time during the period of insurance stated in the schedule

NOW THIS POLICY WITNESSETH that subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon,

#### **SECTION I**

INSTITUTE VOYAGE CLAUSES - HULLS TOTAL LOSS,  
(Including Salvage, Salvage Charges and Sue and Labour)

This insurance is subject to English law and practice

#### **1 NAVIGATION**

1.1. The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with lodging and discharging.

1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters had any amended terms of cover and any additional premium required by them have been agreed.

1.3 In the event of the vessel sailing (with or without cargo) with the intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained unless previous notice has been given to the Underwriters and any amendments to the terms of cover insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clause 9.

#### **2. CONTINUATION**

Should the Vessel at the expiry of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given the underwriters, be held covered at a pro-rata monthly premium to her port of destination.

#### **3. BREACH OF WARRANTY**

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

#### **4. TERMINATION**

This clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith. Unless the underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her class has resulted from loss or damage which would be covered by an insurance of Vessel subject to current Institute Time Clauses Hulls or

Institute War and Strikes Clause hulls. Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.

4.2 Any change, voluntary or otherwise, in the ownership or flag, transfer to new management or charter on a bareboat basis, or requisition for title or use of the Vessel provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge, if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro-rata daily net return of premium shall be made.

## 5. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 6. PERILS

6.1 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.1.1 Perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning

6.2 This insurance covers total loss (actual or constructive) of the subject insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew,

provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.

## 7 POLLUTION HAZARD

This insurance covers total loss (actual or constructive) of the Vessel caused by any government authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this insurance, provided such act of government authority has not resulted for want of due

diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 5 should they hold shares in the Vessel.

## 8 SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured : but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 9 NOTICE OF CLAIM

In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

## 10 GENERAL AVERAGE AND SALVAGE

10.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance.

10.2 No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 11 DUTY OF ASSURED (SUE AND LABOUR)

11.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

11.2 Subject to the provisions below and to Clause to the Underwriters will contribute to charges properly and reasonable incurred by the Assured their servants or a gents for such measures. General average, salvage charges (except as provided for in Clause 11.5) and collision defence or attack costs are not recoverable under this Clause II.

11.3 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.

11.4 When expenses are incurred pursuant to this Clause 11 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

11.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses , or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the underinsurance.

11.6 The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

## 12 CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

### 13 FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been give or not.

### 14 DISBURSEMENTS WARRANTY

14.1 Additional insurances as follows are permitted :

14.1.1 Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25 % of the value stated herein.

14.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 14.1.1

14.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage )plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

14.1.4 Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured.

14.1.5 Time Charter Hire or Charter Hire for Series of voyages. A sum not exceeding 50% of the gross hire which is to be earned under the character in a period not exceeding 18 months. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50 % of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 14.1.2 and 14.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this section may begin on the signing of the charter.

14.1.6 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War, etc. Risk insurance) reducing pro rata monthly.

14.1.7 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured by insured perils or otherwise.

14.1.8 Insurance irrespective of amount against :

Any risks excluded by Clauses 17, 18, 19 and 200 below.

14.2 Warranted that no insurance on any interests enumerated in the foregoing 14.1 to 14.17 in excess of the amounts permitted therein and no other insurance which includes total loss of the vessel P.P.I., F.I.A., or subject to any other term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgage who has accepted this insurance without knowledge of such breach.

15 RETURNS FOR LAY-UP AND CANCELLATION

15.1 To return as follows.

15.1.1 Pro-rata monthly net for each uncommenced month if this insurance be cancelled agreement

15.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the underwriters (with special liberties as hereinafter allowed)

(a) .....percent net not under repair

(b).....percent net under repair .

If the vessel in under repair during part only of a period for which a return is claimable , the return shall be calculated pro rate to the number of days under (a) and (b) respectively.

15.2 PROVIDED ALWAYS THAT

15.2.1 A total loss of the Vessel, whether the insured perils or otherwise has not occurred during the period covered by this insurance or any extension thereof.

15.2.2 In no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the underwriters by provided the underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved or lay up area.

15.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightening purposes.

15.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly.

15.2.5 in the event of any return recoverable under this clause 15 being based on 30 consecutive days which fall on successive insurance effected for the same Assured , this insurance shall only be liable for an amount calculated at pro-rata of the period rates 15.1.2 (a) and /or (b)above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall re, at the option of the Assured either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under 15.1.2 (a) or (b). or 15.2.2.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

16 WAR EXCLUSION

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

16.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

16.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof any attempt thereat

16.3 derelict mines torpedoes bombs or other derelict weapons of war

17 STRIKES EXCLUSION

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

17.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

17.2 any terrorist or any person acting from a political motive.

18 MALICIOUS ACT EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

18.1 the detonation of an explosive

18.2 any weapon of war  
and caused by any person acting maliciously or from a political motive.

## 19 NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## SECTION II

### INLAND MECHANICALLY PROPELLED VESSELS (ACT LIABILITY COVER) INSURANCE POLICY

Subject to the limit of liability as laid down in the inland Vessels Act 1917 Company will indemnify the Insured in the event of accident caused by or arising out of the use of the Inland Mechanically Propelled Vessel (hereinafter called I.M P V) in inland water way against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of death or bodily injury to any person and/or damage to any property of a Third Party.

The Company will pay all costs and expenses incurred with its written consent.

In the event of the death of any person entitled to indemnity under this policy the company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

The company may at its own option (a) arrange for representation at any inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and (b) undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this policy.

### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any Endorsement hereon shall affect the right of any persons indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the inland Vessels Act 1917.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

### APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this policy and/or of any endorsement thereof : of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

### **EXCEPTIONS APPLICABLE TO SECTION I & II**

1. The Company shall not be liable in respect of any claim arising whilst the I.M.P.V. is being operated by any person not holding a valid certificate of competence as required by the Act.

2. The Company shall not be liable in respect of any claim arising out of any contractual liability.

3. Except so far as is necessary to meet the requirements of Section 54C of Inland Vessels Act 1917 the Company shall not be liable in respect of death arising out of and in the course of his employment of the Insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.

4. Except so far as is necessary to meet the requirements of section 54C of Inland Vessels Act 1917 the Company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being

carried in or upon or entering or mounting or alighting from the I.M.P.V. at the time of the occurrence of the event out of which claim arises.

5. The company shall not be liable in respect of death or bodily injury caused or contributed to by conditions of war, civil war, riot or strike.

6. The company shall not be liable in respect of death or bodily injuries caused sustained or incurred after any variation in or termination of the Insured's interest in the I.M.P.V.

7. The company shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waster from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

8. The company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

9. The company shall not be liable in respect of any accident loss damage or liability caused sustained or incurred during the period of requisition or commandeering by the Government for any purpose.

### **SECTION - I I I JANATA PERSONAL ACCIDENT**

If the crew/ passenger of the vessel shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means then the Company shall be liable as under :-

- a) If such Injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the crew/ passenger of the vessel, Rs. 50,000/, the amount payable under this clause shall be paid to the Legal Heir shown in the Schedule.
- b) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two hands or two feet or of one hand and one foot or for such loss of sight of one eye and such loss of use of one hand or one foot, Rs. 50,000/-.
- c) If such injury shall within one Calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or a foot, fifty percent of Rs. 50,000/-.
- d) If such injury shall within one Calendar year of its occurrence be the sole and direct cause of permanently, totally and absolutely disabling the insured from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever, a sum equal to fifty percent of Rs. 50,000/-.

### **PROVISOS**

Provided always that the Company shall not be liable under this Policy for :

1. Compensation under more than one of the sub-clauses (a),(b),(c) or (d) of Section I in respect of same injury or disablement.
2. Any payment in excess of Sum Insured under the policy during any one year of insurance for any one Insured Person.
3. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
4. Payment of compensation in respect of death, injury or disablement of the Insured from (a) intentional self injury, suicide or attempted suicide,(b) whilst under the influence of intoxicating liquor or drug (c) directly or indirectly caused by insanity(d) arising or resulting from the insured committing any breach of the law with criminal intent.
5. Payment of compensation in respect of death, injury or disablement of the Insured from (a) due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act

of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of what nation, condition or quality soever.

6. Payment of compensation in respect of death of or bodily injury to the Insured directly or indirectly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

**SECTION IV - PERSONAL ACCIDENT**

If the insured named in the schedule shall sustain bodily injury solely and directly caused by accidental violent external and visible means resulting in death or disablement as stated hereinafter the Company shall pay to the insured or his Assignee / his legal personal representative the sum or sums herein after set forth, that is to say :

1. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

2. If such injury within twelve (12) calendar months of its occurrence be the sole and / or direct cause of the total and irrecoverable loss of

i) sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital sum Insured stated in the Schedule hereto.

ii) use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.

3. If such injury shall within twelve (12) calendar months of its occurrence be the sole and indirect cause of the total and irrecoverable loss of :

i) the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such insured Person.

ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

NOTE : for the purpose of clauses (2) and (3) above, physical separation of a hand or foot means separation at or above the wrist and / or of the foot at or above the ankle respectively.

4. If such injury shall as a direct consequence thereof, immediately permanently, totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital sum Insured stated in the Schedule hereto applicable to such Insured Person.

5. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of Capital Sum Insured as indicated shall be payable :

		Percentage of Capital Sum Insured
i) loss of toes	- all	20
Great	- both phalanges	5
Great	- one phalanx	2
	other than great, if more than one toe lost each	1



ii) loss of hearing	- both ears	50
iii) loss of hearing	- one year	15
iv) loss of four fingers & thumb of one hand		40
v) loss of four fingers		35
vi) loss of thumb	- both phalanges	10
	one phalanx	10
vii) loss of index finger	- three phalanges	10
	- two phalanges	8
	- One phalanx	4
viii) loss of middle finger	- three phalanges	6
	- two phalanges	4
	- One phalanx	2
ix) loss of ring finger	- three phalanges	5
	- two phalanges	4
	- one phalanx	2
x) loss of little finger	- three phalanges	4
	- two phalanges	3
	- one phalanx	2
xi) loss of metacarpals	- first or second (additional)	3
	- third, fourth or fifth (additional)	2

xii) Any other permanent partial disablement % as assessed by the Doctor

6. If such injury shall be the sole and direct cause of Temporary total disablement, then so long as the Insured Person shall be totally disabled, from engaging in any employment or occupation of any description whatsoever, a sum of the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 1,500/- per week, in all, , under all policies.

Provided that the compensation payable under the foregoing sub-clause (6) shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

7. In the event of death of the Insured person due to accident as defined in the policy outside his/her residence the company shall reimburse expenses incurred for transportation of Insured's dead body to the place of residence subject to a maximum of 2 % of CSI or Rs. 1,000/- whichever is less.

#### SPECIAL EXCEPTIONS

Provided always that :

The Company shall not be liable under this policy for :

a) Compensation under more than one of the foregoing benefits in respect of the same period of disablement except under (6)

b) Any other payment after a claim under one of the Benefits (1), (2), (3) or (4) has been admitted and become payable.

c) Any payment in case of more than one claim under the policy during any one period of Insurance by which the maximum liability of the Company in that period would exceed the sum payable under Benefit (1) of this policy.

d) Payment of weekly compensation until the total amount shall have been ascertained and agreed

e) Payment of compensation in respect of death, injury or Disablement of the Insured (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs, (c) whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.(d) directly or indirectly caused by venereal diseases or insanity, (e) arising or resulting from the Insured committing any breach of the law with criminal intent.

f) Payment of compensation in respect of Death, injury or Disablement of the Insured Person due to or arising out of or directly or indirectly connected with or traceable to War, Invasion, Act of foreign enemy. Hostilities (whether war be declared or not). Civil War Rebellion, Revolution Insurrection, Mutiny, Military, or Usurped Power, Seizure, Capture,

Arrests, Restrains and Detainments of all kings, princes and people of whatever nation, condition or quality so ever.

g) Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person :

i) directly or indirectly caused by or contributed to by or arising from ionising radiation contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

ii) directly or indirectly caused by or contributed to by or contributed to by or arising from nuclear weapons material.

h) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

#### CUMULATIVE BONUS

Compensation payable under clauses (1), (2), (3) and (4) of the policy viz. death, loss of limb(s) or sight and permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the Policy shall have been in force prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the capital sum insured stated in the Schedule herein.

This clause shall not in any way after the annual character of the Insurance not the right of the Company to decline to renew or to cancel this policy as hereinafter provided.

The earned Cumulative Bonus will not be lost if the policy is renewed within 30 days after its expiry.

#### CONDITIONS

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company as soon as the insured shall have knowledge of any impending prosecution Inquest of Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.

2. No admission offer promise or payment shall be made by the Insured without written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the

insured the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this policy the Insured shall repay to the Company the amount not so covered.

3. The Insured shall take all reasonable steps to maintain the IMPV in efficient condition and the Company shall have at all times free and full access to examine the IMPV or any part thereof or any Master or crew or employee of the Insured.

4. The Company may cancel this policy by sending seven days notice by registered letter to the insured at his last known address and in such event will return to the Insured the premium less the pro-rata portion thereof for the period the Policy, has been in force or the Policy may be cancelled at any time by the Insured on seven day's notice, (provided no claim has arisen during the then current period of Insurance) the Insured shall be entitled to return of the premium at the Company's short Period rates for the period the Policy has been in force.

5. If at the time any claim arises under this policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses.

6. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted)) such difference shall independently of all other questions 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 disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provision of the Arbitration Act, 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between, the arbitrators difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meeting.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators, or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to any thing to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

7. Upon the happening of any event which may give rise to a claim under this policy the insured shall forthwith give notice thereof to the Company Unless reasonable cause is shown, the insured should within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.

8. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post-mortem examination of the of the Insured and such evidence as the Company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within the space of fourteen days after demand in writing. Provided that in the case of a claim by death or payment total disablement all sums will be payable only on the delivery of this Policy cancelled and discharged.

9. No sum payable under this policy shall carry interest.

10. The company shall not be liable to make any payment under this policy, in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the insured or by any person on behalf of the insured.

N.B. IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.

Issuing Office

POLICY No. \_\_\_\_\_

WHEREAS the ASSURED named in the schedule hereto have represented to THE NEW INDIA ASSURANCE COMPANY LIMITED ( hereinafter called the Company) that they are interested in or duly authorised to make the Insurance mentioned and described and have paid or agreed to pay the premium hereinafter stated.

THE COMPANY HEREBY PROMISES AND AGREES with the Assured, their Executors, Administrators and Assigns that the Company will insured against loss damage liability or expenses subject to the clauses endorsements, conditions and warranties in the schedule and / or attached hereto.

**SCHEDULE**

Name & Address of the assured : \_\_\_\_\_

Name(s) of the Insured/s		Period from _____ to _____		
Address				
Interest Insured		Amount Insured hereunder (for Vessel)		
Name(s) of the Vessels		Personal Accident (to Owner of Vessel) Capital Sum Insured : Table of Benefits :		
JPA cover for unnamed crew/ passengers - Sum Insured Rs. 50,000/- each - (Premium Rs. 20/- per person) no. of crew members (including entertainers, if any) : _____ no. of passengers : _____				
Type of Vessel	Gross Registered	Goods Carrying	Passenger Carrying	Year built
Port of Registry	Name of Registration authority	Registration mark certificate No. and date	By whom where and when was the vessel last surveyed.	
Trading Warranties		Premium Amount Rs.		
Master/Operator :- Any person in the employment of the Insured provided that the person hold a certificate of competence as required by the Act at the time of accident.  Limits as to use :- Used for the purpose of (a) Carrying Insured's own good (b) Carrying goods for hire or reward. (c) Carrying passengers for hire reward		Rate Item		
		@	Own Damage	Rs.
		@	TP Liability	Rs.
		@	JPA (crew/passenger)	Rs.
		@	PA (Owner)	Rs.
		Stamp Duty	Rs.	
		Service Tax	Rs.	
		Total	Rs.	
Special Conditions & Warranties AS PER SCHEDULE ATTACHED		Limits of liability under Section 2 :- Such amount as is necessary to meet the requirement of Chapter VI-A of the Inland Vessel Act 1917 (as modified up to 7th Dec.1977 and subsequent amendment from time to time).		

Notice of Loss : In the event of loss or damage which may involve a claim under this Insurance immediate notice thereof and application for survey should be given to the Policy Issuing Office.

IN WITNESS WHEREOF signed for and on behalf of the Company

Place : \_\_\_\_\_ For The New India Assurance Company Limited  
Date : \_\_\_\_\_  
Examined : \_\_\_\_\_

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