

## Sales Literature

### Transport Operators Comprehensive Liability Policy

Transport Operators Comprehensive Liability Policy has been designed by USGI for catering to the requirements of Transport Operators and Logistic Companies. This policy provides them cover against various types of legal liabilities (contractual as well as non-contractual) arising out of their business operations. The Policy not only protects them against suits and damages awarded by courts but also covers the defence costs incurred by them while contesting such claims of liability damages lodged against them.

#### What is covered?

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This Policy will provide coverage to the Insured under following sections:

(i) **Section 1 – Cargo Legal Liability (Contractual Liability)**

This section covers any legal liability arising from accidental damage to and/or loss of customer's cargo(es)/goods whilst in care, custody and control of the Insured under or by Contract, International Convention, Statute or Common Law as Carriers, Bailees, Freight Forwarders(as Principals or Agents), Agents, Container Operators, Trailer Operators, Transport Contractors, Shippers.

(ii) **Section 2 – Third Party Legal Liability (Non - Contractual Liability) excluding Motor TP Liability**

This section covers any legal liability arising out of accidental bodily injury to any person or accidental loss of or damage to property.

(iii) **Section 3 – Container / Equipment Legal Liability (Contractual Liability)**

This section covers any legal liability for all risks of physical loss of and/or damage to containers and/or pallet containers and/or other handling equipment under the Insured's care, custody and control used for the main purpose of movement of customer's cargo(es)/goods.

(iv) **Section 4 – Completed Operations Liability (Non - Contractual Liability)**

This section covers any legal liability in respect of bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the insured.

(v) **Section 5 – Extra Costs**

This section covers extra costs incurred like misdirection costs, extra carriage costs, extra costs for uncollected cargo, Investigation expenses etc.

#### What is not covered?

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**Section I** does not cover loss or damage to the goods caused by

- Delay, loss of market, or the consequential loss.
- Poor or insufficient packing
- Neglect of the insured to use all reasonable means to save and preserve the property at and after any loss

- Infidelity of the insured's employees or persons to whom the property may be entrusted, nor the dishonesty of any attendant(s)
- Pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident
- Consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil rebellion evolution insurrection or military or usurped power riot or civil commotion
- Ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- Nuclear weapons material

Excluded properties under this section are:

- Goods defined in the international air contract as "Goods not Acceptable"
- Accounts, bills, currency, deeds, evidences of debts, money notes, securities, gold, silver, jewellery or other similar valuables
- Live animals and plants
- Perishables, Frozen and/or Chilled Good, Seedlings and Bulbs
- Blueprints, Drawings, Photos and Goods with difficulty to calculate its value
- Any property other than that being transported and/or handled
- Property while in the hands of other inter-line carriers unless under instructions of the insured. Where the loss is attributed to the negligence, error or omission of the other inter-line carrier acting under the instructions of the Insured, the Insured may not waive its rights of subrogation against that inter-line carrier.
- Property in shortage under storage contract unless a special condition of "Warehousemen's Liability Clause" is set forth in the Schedule.

**Section II does not cover any liability:**

- Which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- Directly or indirectly caused by or contributed to or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- Arising out of any consequences of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion evolution insurrection or military or usurped power riot or civil commotion directly or indirectly caused by or contributed to or arising from nuclear weapons material
- Arising out of bodily injury to any person under a contract of service or apprenticeship with the insured arising out of and in the course of the employment of such person by the insured

1. Loss of or damage to

- Property belonging to or in the custody or control of the insured or property which is in the custody or control of any person in the service of the insured by virtue of such service but the expression “custody or control” shall not apply to building not owned or tenanted by the Insured but temporarily occupied by the Insured for the purpose of alteration decoration or repair.
- That part of any property upon which the insured or any person in the service of the Insured in or has been operating.
- Any property land or buildings caused by vibration or removal or weakening of support of such land property or buildings
- Loss or damage to property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only
- Ship craft or aircraft

2. Loss of or damage caused by

- The possession use or movement of ship craft, aircraft or railway rolling stock
- The possession or use of mechanically propelled road vehicles but provided the insured is not entitled to indemnity under any other policy this exception shall not apply to injury loss or damage as herein defined arising from – a) the act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle. b) the defective loading by the insured or any person in the service of the insured of any mechanically propelled road vehicle not belonging to nor hired by the insured.
- Defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance
- Goods (which term shall be deemed to include containers) sold or supplied other than goods in the custody or control of the Insured
- Fines, penalties, punitive or exemplary damage

**Section III** does not cover any loss of or damage to the containers and/or pallet

Containers and equipments

- By delay, loss of market, or the consequential loss
- Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after any loss
- Caused by or resulting from infidelity of the insured’s employee’s or persons to whom the property may be entrusted, now the dishonesty of any attendant(s)
- Arising (after they have ceased to be in the possession or under the control of the insured) out of any goods or products manufactured, constructed, altered, services, treated, sold, supplied or distributed by the insured.
- Arising out of the pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.
- Directly or indirectly caused by any ship, vessel, craft or aircraft, or arising out of any work done therein or thereon by or on behalf of the insured.
- Arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil rebellion evolution insurrection or military or usurped power riot or civil commotion.
- Directly or indirectly caused by or contributed to or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any

nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.

- Directly or indirectly caused by or contributed to or arising from nuclear weapons material
- Caused by burglary or theft whilst the vehicle is left unattended.

**Section IV** does not cover

- liability assumed by the insured under any contract or agreement
- any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or under any similar law
- bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury.
- loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf the insured of any contract or agreement, or (2) the failure of the products or the work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured.
- property damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- damage claimed for the withdrawal, inspection, repair, replacement, or loss of use of the products or work completed by or for the insured or of any property of which such products or work from a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

**Section V** does not cover any costs ,fines or duties in relation to

- Any kind of financial loss incurred by insured customer
- Commercial fines- This policy does not cover any breach of law or regulation in respect of freight tariffs, competition or the structure or operation of insured's business or that of any person acting on the insured's behalf.
- Liability, extra costs, fines and duty
  - Arising out of forged bill of lading or warehouse receipt
  - Arising from the handling, storage or carriage of cargo in an illegal trade or cargo which is contraband.

Note: Salient features of the Policy with regard to coverage and exclusions are mentioned above. For complete details, please refer to the Policy wordings.

\*Please note that the above only mentions the salient features of the Policy, for complete details please refer to the Policy wordings.