

DETERIORATION OF STOCK INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to UNITED INDIA INSURANCE CO.LTD .,(hereinafter called "the Company") a written proposal by completing a "Questionnaire" which together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule. The Company hereby agree with the Insured, subject always to the terms, provisions, warranties and conditions contained herein or endorsed hereon, that if at any time during the period of insurance stated in the Schedule, or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this policy, there shall occur an ACCIDENT as hereinafter defined, to the Refrigeration Machinery described in Schedule I resulting in a rise in the temperature in the Refrigeration chambers thereby directly causing damage to the goods described in Schedule II by deterioration, putrefaction or contamination following such accident, then the Company will subject to the terms, exceptions, warranties and conditions contained herein or endorsed or otherwise expressed hereon, indemnify the Insured for such damage in the manner described hereafter but not exceeding in all, the Sum Insured stated in Schedule II. The total liability of the Company under this policy shall be limited to the Sum insured specified in Schedule II.

PROVIDED ALWAYS THAT

1. At the time of the happening of an Accident there shall be in force an insurance covering the interest of the Insured in the costs of repair to or replacing of the Insured machinery necessiated by such accident and that the payment shall have been made or liabilities admitted therefore under such insurance but if no payment shall have been made or liability admitted under such insurance solely as a result of the operation of any 'excess' there under the liability of the Company under this policy shall not be affected.
2. The said goods are contained at the time of the accident in the said refrigeration chambers.
3. The Insured refrigeration machinery specified in Schedule I is under constant supervision, and that the persons commissioned to undertake such supervision are capable of immediately taking appropriate measures to prevent any impending accidents or to minimise any damage that may occur.
4. The Insured keeps a stock book in which the quantity, place(with respect to rack's number inside the chamber) and the value of each type of goods stored at anytime are entered along with the names and addresses of the hires; that he keeps such stock book up to date and furnishes the Company with fortnightly declarations not later than 3 days after the close of each fortnight, showing the average quantity and the value per day of each type of goods stored during the preceding fortnight, as well as the storage charges due for the average period of storage in the proforma prescribed by the Company.

The lists, stock books and all other records of the insured relating to the goods, stored shall at all reasonable times be open to inspection by duly authorised representatives of the Company.

DEFINITIONS

1. The Term accident shall mean and be limited to
 - (a) Any sudden or unforeseen loss of or damage to the Refrigeration Machinery described in Schedule I of this policy due to any accidental cause covered by Machinery Insurance Policy specified in Schedule I and not herein after excluded.

EXCLUSIONS

- (i) failure of any part or parts requiring periodical renewal(such as failure of belts, gaskets, packing material, insulation and joints of any kinf except welded joints).
- (ii) Operation of fuses and safely devices.
- (b) Escape of Refrigerant in the refrigereated chamber as a direct result of damage to machinery and plant described in Schedule I for which damage a claim is admissible under the Machinery Insurance Policy specified in the Schedeule.

2. Sum Insured:

The sum insured under this policy specified in Schedule(II) shall be

a) For Annual Policies:

the value of the stocks obtained by multiplying the full storage capacity of the Cold storage by the average price of the Potatoes at the time of loading as determined by the insured with the concurrence of the Company at the time this Insurance has come into effect. This price shall include storage charges for the whole season.

b) For Policies Issued for periods less than 12 months:

Value of stocks obtained by multiplying the full storage capacity of the maximum number of chambers that are likely to be used during the entire period by the average price of the potatoes at the time of loading as determined by the Insured with the concurrence of the Company at the time this Insurance has come into effect. the price shall indude storage charges for the whole season.

Note:For this purpose storage capacity of the cold storage shall be determined on the basis that ten quintals of potatoes can be stored for 100 cubic feet of space inside the chamber.

3. Claims Settlement:

All CLAIMS shall be settled on the basis of the insured value or the market value whichever is less and appropriate deductions shall be made there from in the following order:

- (a) Shrinkage and rottage as stated hereunder.
 - (b) The Value of the damaged stocks as ascertained at the option of the Company by sale or survey
 - (c) Under insurance, if any
 - (d) The excess stated in Exception No.1
 - (e) Recovery of Rent if any:
4. **Shrinkages:**
The amount to be deducted from each claim value for shrinkage will be in the same percentage as stated in the Insureds contract with his hires or 5 % of the insured value of the damaged stocks whichever is higher.
5. **Rottage:**
The amount to be deducted from each claim value for rottage will be 5% of the Insured value of the damaged stocks irrespective of whether the contract of the Insured with the hirers provides for such deductions or not.
6. **Excess:**
The amount specified in Schedule II being the loss stated in Clause(i) of 'Exceptions' of this Policy , which the Insured himself is to bear.
7. **Under Insurance**
If due to any reasons at the time of occurrence of loss the value of the goods insured by this Policy shall exceed the sum insured thereof, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the damage accordingly.
In the event of a claim arising under policies issued for period less than 12 months, if stocks are found in chambers which are not insured, loss or damage to such additional stocks shall not be payable. Also value of stocks or the full capacity of the chambers which are not insured, but are containing stock shall be added to the value at risk at the time of loss for the purpose of applying underinsurance of the assessed loss.
The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacement haven taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'

EXCEPTIONS:

The Company shall not be liable for:

- i) Excess amount mentioned in Schedule II of policy
- ii) Any damage to the stocks due to rise or fall in temperature caused by stoppage of any section or sections of the Refrigeration Plant for less than 24 hours following an accident to the Refrigeration Plant & machinery specified in Schedule I and covered by concurrency Machinery Insurance policy
- iii) Any damage to the stocks due to rise or fall in temperature caused by failure of electric supply for whatever reasons.
- iv) Any damage to the stocks caused by a rise or fall in temperature due to stoppage of any section or sections of the Refrigeration Plant for repairs, maintainence, overhauling or for replacement of parts due to wear and tear of the plant and equipment or failure of any part/s requiring periodical renewal and operation of fuses and safety devices. However, this exception will not apply for repairs or replacement neccessiated yby operation of an Insured peril.
- v) Any damage to the stocks arising out of overloading of the Refrigeration Plant and Equipment beyond its maximum rated capacity.
- vi) Any damage if the temperature in the Refrigeration Chambers does not exceed 40 F(4.4C)
- vii) Any loss or damage to the stocks as a result of inherent defects or diseases, natural deterioration or natural putrefaction eventhough they may be contained in the Cold storage Chambers.
- viii) Any loss arising from improper storage, insufficient circulation of air/non-uniformity of temperature for whatsoever reasons.
- ix) Any loss of or damage to the packing material.
- x) Any damage to the stocks caused by collapse of rack structures/storage platforms due to uneven loading or any other reasons. However this exception shall not apply for the collapse of rack structure/storage platform leading to Machinery Breakdown and resulting in deterioration of stock.
- xi) Any damage directly or indirectly occasioned by or happening through or in consequence of or aggravated by
 - a) War, invasion, Act of foreign Enemy, Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny , Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usupred Power, Martial law, Conspiracy Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political Organisation, Requisition or Destruction or damage by order of any Government de-jure or de-facto or by any Public, Municipal or Local Authority.
 - b) Nuclear reaction, nuclear radiation or radioactive contamination.
 - c) Willful act or willful neglect or gross negligence of the insured or his responsible representatives.
 - d) Fire, Lightning, Extinguishment of a fire or subsequent demolition, collapse of building, Flood, Inundation, earthquake, Subsidence ,Landslide, Rockslide, Storm, Tempest, Hurricane ,Typhoon, Cyclone or other natural catastrophe.
- xii) Loss or reduction of the Insured's Refrigeration capacity or other consequential loss or damage or liability of any nature whatsoever.

WARRANTIES

1. The insured shall not accept for storage any stocks, which have been declared unfit for storage by appropriate authority.
2. The insured shall not accept for storage any crop of potatoes after 15 th April, without written permission of the Comps.
3. The insured shall pre-cool the stocks meant for storage for 24 hours before loading into the chambers.
4. The insured shall store the stocks in the manner specified below so as to ensure an efficient distribution and circulation and for facility of loading and unloading operations.
 - (a) Leave a clearance of atleast 90 cms surrounding the diffuser. This clearance shall be maintained on all floors so no goods are stored on the racks above the diffuser.
 - (b) Leave a space of not less than 30 inches/76 cms. Width between 2 adjacent rows of racks.
 - (c) The racks should be atleast 20 cms. away from the floor and 76 cms from the wall.
 - (d) A gap of atleast 60 cms. shall be maintained between the ceiling and top level of the stack in topmost of each rack.
 - (e) The stacking on each shelf of the rack should be done in such a manner that the topmost bags leave a gap of at 7.5 cms. between the bottom of the upper shelf and top level of the bags in the bottom shelf.
 - (f) The bags shall be turned at least once in the season after loading but not later than 15 th July of the Year.
5. Each Chamber shall be provided with thermometer reading dry bulb and wet bulb temperatures on all floors.
6. The insured shall take care to see that:
 - i) The temperature inside the Cold Chambers are brought down to 34°F(1.1°C) in all the floors of all the chambers before the loading commences and
 - ii) Further ensure that the temperature in all the Chambers does not exceed 50°F(10°C) during the entire period of loading and 40°F(4.4°C) during the subsequent period of storage.
7. The insured shall ensure that the Diffuser or direct expansion pipes are so arranged in the Cold Storage Chambers as to maintain a maximum allowable variation of plus or minus 5% temperature in degrees centigrade requires at any one location inside the chamber.
8. In the event of a deterioration, of any shelf or floor space where damaged or deteriorated stocks have been stored or temporarily occupied shall be cleaned and disinfected immediately after removal or disposal of the damaged stocks.
9. The insured shall forthwith notify the Company in writing about any abnormal operating conditions of the Refrigeration plant and Machinery or stoppage of the function of the Cold storage causing rise or fall in temperature or any circumstances which may give rise to a claim under this Policy and shall at his own expense diligently comply with all the directions that may be given by the Engineer of the Company or any other Technical personnel appointed by the Company for bringing back the operation of the Cold storage to its normal working conditions
10. In the event of an accident, which may give rise to a claim in this policy the insured shall take all steps required by the Company to minimise the loss (including un-loading of the stocks from the affected chambers, disposing off the same in the market and/or to make alternative arrangements to store in other cold storages).
All expenses necessarily and reasonably incurred for this purpose shall be indefinable under the policy as available under the cold storage Act.
11. If after inspection by the Company's representatives it is revealed that the stocks in any of the refrigeration chambers have suffered infection or disease the insured shall forthwith arrange for samples of such stocks selected by the Company's representatives to be sent for detailed investigations by a recognised Agricultural Authority approved by the Company. Should the analysis reveal that the stocks are infected or diseased than all benefits under the Policy are deemed to have been forfeited.
12. The insured shall maintain the regular stock of minimum spare parts for the various Cold Storage Machinery as mentioned hereunder:
 - (a) For Compressor : a set of new bearings, Oil seals, glands, piston liners, piston rings, Suction and delivery valve gaskets and springs for each compressor.
 - (b) For Diffuser : a set of ten diffuser tubes for every diffuser and a set of bearings for the blower and one set of blower or fan for every two diffuser units.
 - (c) For Diffuser Motors : One spare motor of suitable capacity as unconnected spare for every two diffusers
 - (d) For Expansion Values : One spare expansion valve for every diffusers
13. In the event of the power supply being curtailed it is hereby declared and agreed that the insured shall comply with the following:
 - (a) Shall put into use all the Refrigeration units (including standby units) during the time the supply is being made available to them by the supply authorities to ensure that the temperature inside the Cold Storage Chambers does not exceed 40 F(4.4°C)
 - (b) Shall not carry out loading or unloading operation inside the Cold Storage Chambers during the time the plant is shut down on account of non availability of power.

- (c) Where conditions of low voltage of power are experienced shall take immediate steps to install booster transformer in line.
 - (d) Shall take utmost precaution in the maintenance of all Electrical Installation.
14. **Storage Capacity :**
Notwithstanding anything contained in the policy, it is hereby declared and agreed that the maximum capacity of the cold storage chambers shall be determined on the basis that ten quintals of potatoes can be stored per one hundred cubic feet of space inside the chamber and the insured shall not store any quantity in excess of the capacity as determined.
15. The Insured shall not accept for storage any crop of potatoes after 15th April without the written permission of the Company.
(this is for Potatoes of original type only not for red or conch potatoes).

CONDITIONS

This policy and Schedule shall be read together as one contract 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 such meaning wherever it may appear.

1. This policy shall be voidable in the event of any misrepresentation, misdescription or non-disclosure in any material particular.
2. Due observance and fulfillment of the terms, provisions, conditions, warranties and endorsements of this policy shall be a condition precedent to any liability of the Company to make payment under this policy.
3. All notices and communications in connection with this policy shall be sent to the Company's issuing office i.e, the office which has issued the policy. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement of this policy or alteration in the terms thereof is valid unless countersigned by an authorised official of the Company.
4. In the event of accident-
 - (a) the insured shall give immediate notice thereof to the office of the company which has issued the policy by telephone or telegram and followed by a letter confirming such intimation. Similar intimation may also be given to the nearest Branch office of the Company and should damage within the meaning of the policy occur to the goods stored, then the Insured shall, within fourteen days after the occurrence of such damage or such further time as the company may allow in writing, at his own expense deliver to the company a claim in writing containing as particular an account as may be reasonably practicable of the goods damaged and of the amount of damage thereto having regard to their value at the time of damage together with details of any other insurance of any goods hereby insured and
 - (b) shall take all reasonable precautions to minimise the loss and/or damage and to prevent any further loss and/or damage and the Company shall not be liable for any further loss and/or damage arising out of the continued use of any damaged or defective refrigeration machinery until such machinery is repaired to the satisfaction of the company.
5. The insured shall also provide the company with all such particulars and information with respect to the claim as may reasonably be required together with a declaration of the truth of the claim and on any matters connected therein. No claim under this policy shall be payable unless the terms of this condition have been complied with.
6. It shall be the responsibility of the Insured to check up any damage to the stock of Potatoes only stored immediately following an accident and a detailed account thereof shall be sent to the Company.
7. If a claim be in any respect or fraudulent or if any false declaration be made or used in support of the claim or if any fraudulent means are used by the insured or by anyone acting on his behalf or in collusion with him to obtain any benefit under this policy or if a claim be made and rejected and no action or suit be commenced within 3 months of such rejection all benefits under this policy shall be forfeited.
8. On the happening of any accident in respect of which damage may occur whereby a claim or may be made under this policy, the company, may without thereby incurring any liability by their authorised officers and servants or others enter into the building or premises where the accident has happened and may take possession of any of the goods and may keep possession of and deal with such goods for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and license of the Insured to the Company so to do. If the Insured or anyone acting on his behalf shall not comply with the requirement of the company or shall hinder or obstruct the Company in doing any of the above mentioned acts then all the benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any goods to the Company whether taken possession of or not.
9. If at anytime after the commencement of this policy the stand by or spare machinery available when the policy was taken out is reduced, removed or not maintained in proper working order and/or is not available for immediate use, the Company shall be notified thereof in writing.
10. Any claimant under this policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things may be necessary or reasonably required by the Company for the purpose of enforcing its rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this policy whether such acts or things shall be or become necessary or required before or after his indemnification by the Company.

11. If at the time of any damage to any goods hereby insured there be any other insurance effected by or on behalf of the Insured covering any of the goods damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such loss.
12. In case of any renewal of or alteration or addition to or repair of any item of plant or its appurtenances or of any departure from ordinary working condition, notice in writing shall be previously sent to the Company or to an Engineer authorised by the Company to sanction such modification or for the working condition and if the Company or the Engineer shall not approve, the Company may cancel the Insurance and return to the Insured proportion of the premium for the unexpired period of the Insurance thereof.
13. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
14. On the happening of any accident or any event likely to give rise to a claim under the policy or at any other time the Company may-
 - (a) enter the building or premises (where goods insured under the policy are stored) for the purpose of examination inspection or verification or such other purpose.
 - (b) require the Insured to take such steps and give such information and produce such records as the Company deems fit in respect of the machinery and/or goods.

Any act done in the exercise or purported exercise of its powers hereunder or any action taken or inspection made by the Company either before or after issuing of the policy or happening of any event will not mean admission of liability by the Company and will not affect any of Company's right and will not absolve, release the Insured of any of his obligations under the terms and conditions of the policy.
15. Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
16. Subject always to the jurisdiction of a competent Court of Law at a place where the policy issued to the exclusion of all other Courts, the claim will be payable only at a place where the policy is issued and in the event of any dispute or difference it shall always be deemed that the course of action has arisen at such a place only and at no other place.