

Shriram General Insurance Co. Ltd.

IN PARTNERSHIP WITH THE Sanlam GROUP
Regd. & Corpt. Office: E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur
(Raiasthan) – 302022

Phone: +91-141-3928400, 3951111, Fax: +91-141-2770692, 2770693 Website: www.shriramgi.com, E-mail: customer.feedback@shriramgi.in Toll Free: 1800-103-3009, 1800-300-30000, ISO/IEC 27001:2013 certified

Shri Carrier's Legal Liability Insurance –Policy Wording UIN - IRDAN137RP0024V01202122

1. Preamble

Shriram general insurance company limited (we, our or us) will provide the insurance described in this policy and any endorsements thereto for the insured period as defined in this policy, to the insured persons detailed in the policy schedule and in reliance upon the statements contained in the proposal and declaration form filled and signed by the policyholder, which shall be the basis of this policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this policy.

The insurance provided under this policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the policy schedule.

2. Definition

- **1. You/Your**: The person (s)/entity named as Insured in the Schedule.
- 2. We/Us/Our/Company: Shriram General Insurance Company Limited
- 3. **Proposal**: The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
- 4. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any attached to Policy Schedule.
- 5. **Schedule:** The document which describes You, the cover that applies the Period of Insurance and other details of Your Policy.
- 6. **Limit of Liability:** It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim(AOA) or in the aggregate (AOY) for all claims during the Policy Period as stated in the Schedule.
- 7. **Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy.
- 9. **Sum Insured:** Sum Insured is the amount set out in the Schedule against each vehicle covered in the Policy and the same represents Our maximum liability in respect of a claim/all claims pertaining to cargo related liability in respect of a vehicle mentioned in the Schedule.
- 10. **Gross Vehicle Weight** means in respect of any vehicle the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle



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3. Scope of Coverage

NOW THIS POLICY WITNESSETH that during the currency of this policy or any further period for which it may be in force, subject to the limits, terms, provisions, exclusions, exceptions and conditions contained herein or endorsed hereon the Company hereby agrees to indemnify the insured against his legal liability for actual physical loss of or damage to goods or merchandise or Cargo directly caused by fire and/or accident to the vehicle registered under the specification /number stated in the schedule whilst such goods or merchandise are actually transported in the said vehicle provided that fire or accident has arisen on account of negligence of the insured or negligence or criminal act of his servants and further provided that vehicle is damaged by such fire or explosion or accident, and a claim in respect thereof is admitted under the motor comprehensive insurance policy covering the vehicle.

Commencement of cover will start from place of origin with loading of cargo or goods or merchandise on the vehicle and remain, until same is unloaded at point of discharge or expire of 3 days from arrival of the vehicle at the final destination whichever is earlier.

PROVIDED THAT the liability of the Company shall not exceed the sum of Rupees stated in the schedule in respect of any accident or series of accident arising out of any one event (AOA) or occurrence nor the sum of Rupees stated in the schedule in respect of all claims arising during any one period of insurance(AOY) but the Company will, in addition, pay all costs and expenses incurred with its written consent in defending any claim made against the insured. it in connection with the loss or damage to Goods

4. Limit Of Indemnity

The indemnity under this Policy shall not exceed;

- a) The Per Event sum stated against AOA (Any One Accident) in the Schedule for all loss/damage in respect of a fire or accident or series of fires or accidents, arising out of any one event or occurrence and
- b) In no case exceed the Total Sum Insured stated against AOY (Any One Year) in the Schedule in respect of all loss or damage occurring during the period of this insurance

5. Extension

Extension attached to the this policy upon payment of additional premium and specific coverage for the same being specified in the policy schedule

5.1. Riot and Strike Endorsement

In consideration of the payment of the Sum as specified in the schedule as additional premium. It is hereby understood and agreed that the Exclusion No 6 of this Policy shall not apply to any liability directly caused by:-

The act of any person taking part together with others in any disturbances of public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.



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The lawful act of any striker or locked out worker done in furtherance of strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this endorsement shall not apply to any liability directly or indirectly proximately or remotely occasioned by contributed to any or traceable to arising out of or in connection with –

War invasion the act of foreign enemies hostilities or war like operations (Whether war be declared or not) civil war.

Mutiny civil commotion assuming the proportions of or amounting to popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the over throw by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim

5.2. Terrorism

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the Terrorism Risk mentioned in Exclusion no.7 of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by An act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority. Provided that If the Insured is eligible for indemnity under any government compensation plan or other



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similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

6. Exclusion

The Company shall not in any circumstances be bound to indemnify under this Policy in respect of:

- Liability for loss or damage to Goods due to accident occurring beyond the Period of Insurance and Duration of insurance stipulated herein
- Liability for death/injury/property damage under Motor Vehicles Act arising out of use of the Vehicle
 or liability of any other nature whatsoever except in respect of Goods as per terms of Coverage clause
 stipulated herein.
- 3. Liability undertaken by the Insured by contract or agreement unless such liability would have arisen and the Insured would have been liable at law governing the carriage notwithstanding such agreement.
- 4. Liability in respect of damage to Goods belonging to or in the custody or control of the Insured or any servant, agent or sub-contractor of the Insured or to any other party, except those being transported by the Insured under a contract of carriage issued by it in its standard form.
- Liability under any contract or agreement unless such liability would have arisen and You would have been liable at law notwithstanding such an agreement under the Carriage by Road Act,2007
- 6. Any consequence of Riot and Strike unless covered
- 7. Any consequence or Act of Terrorism unless covered
- 8. Liability for loss or damage to Goods directly or indirectly arising from:
 - a) Inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable Goods.
 - Depreciation, delay, loss of market, or any action including confiscation by a lawful or any Public Authority
 - c) Consequential Loss arising from loss or damage to Goods.
 - d) War (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God,
 - e) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.
 - f) Any change in Law after issue of this insurance



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- g) Refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit, License or sanction or deciding to revoke or qualify any such permit.
- h) Contraband or Goods which are being smuggled or otherwise transported illegally
- 9. No claim arising from a peril insured against shall be payable under this Policy unless the amount of any such claim arising out of each separate accident occurrence exceeds the figure stated as Compulsory Excess in the Schedule of the Policy, in which case this sum shall be deducted from the claim amount payable.

7. General Condition

- i. This Policy shall be void in the event of misrepresentation or non-disclosure of material particulars.
- ii. No payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt signed by an official or duly authorized representative of the Company shall have been issued there for. The Company shall not be bound to accept any renewal premiums, nor to give notice that such renewal is due.
- iii. Every notice or communication to the Company, shall be in writing and sent to the office or Agency of the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this policy, nor any endorsement therein will be valid unless the same is signed or initialed by an authorized representative of the Company.
- iv. Upon the happening of any event or occurrence likely to give rise to a claim under this Policy and immediately after the same shall have come to the knowledge of the insured or his agent the insured shall:
 - (a) take all practicable steps to cause the discovery of any guilty person.
 - (b) take steps for the safety of the goods;
 - (c) give to the Company notice in writing within 10 days from the date of occurrence of the accident and shall deliver to the Company a claim in writing within 20 days from the date of occurrence of the accident and supply all such detailed particulars and proofs as may be reasonably required. In no case shall the Company be liable for any loss or damage not notified to the Company within fifteen days of the happening of the event;
 - (d) give to the Company notice in writing with full particulars of any claim or of any other subsequent proceedings as soon as possible after the same shall have come to the notice of the Insured and/pr his agent.
 - (e) at his own expense, furnish all such information, explanation, vouchers, proof of ownership and of loss and such other evidence to substantiate the claim as may be reasonably required by the Company



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- v. The details of all Contracts of Carriage issued and freight earned and of all vehicles employed or utilized to discharge such contracts shall be properly recorded and the Insured shall at all times allow the Company to inspect such accounts records.
- vi. The Insured shall exercise reasonable care that only steady, sober and competent employees and agents are employed, that all buildings, storage spaces, machinery, vehicles and their accessories and fittings are substantial and sound and in proper order and fit for the purpose for which they are used and that all statutory requirements and all Bye —laws and regulations imposed by any public authority are duly observed and complied with and that the loads carried are protected from loss or damage. If any defect shall be discovered, the Insured shall not only cause the said defect to be made good with all dispatch, but shall also in the meantime cause such additional precaution to be taken as the circumstances of the case may require. The Company shall at all reasonable time have free access to inspect any property. In the event of any defect or damage being apparent to the Company's inspector, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company-
- vii. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior 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 the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in such an event, the Insured shall give all such information and assistance and execute such documents as the Company may require in that behalf. The Insured shall co-operate with the Company and upon the Company's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conducts of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligations or incur any expense.
- viii. If a payment exceeding the limit of liability under this Policy has to be made to dispose of a claim, the liability of the Company to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs charges and expenses as the limit of liability under this Policy bears to the amount paid to dispose of the claim.
- ix. At any time after the happening of any event giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability under such clauses and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceeding or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
- x. 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, notwithstanding existence of any clause or condition of non-contribution or non participation in the such other insurance Policy or cover.
- xi. If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder



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- xii. The liability covered under the Policy being limited, it is understood and agreed that in any event the Company's liability shall not extend to any liability of the Insured or his servants except as specifically stated herein even if the Insured or his servants are liable under the Carrier's Act or any other law.
- xiii. No waiver of any terms, provisions, conditions and endorsements of this Policy or renewal thereof shall be valid unless made in writing signed by an authorized official of the Company.
- xiv. Payment of claims will only be made on production of a proper discharge signed by the owners of the cargo.

In the event of any loss arising under this policy the amount of such loss shall be automatically reinstated as from the moment of the occurrence giving rise to such loss in consideration of the insured paying an additional premium for the amount so restored computed at hundred per cent of the premium under this policy (being pro-rata as to the sum reinstated), provided, however, that the liability of the Company shall not exceed the sum of Rupees Stated in the Schedule in respect of each loss or occurrence, nor the sum of Rupees Stated in the Schedule in all during the occurrence of this insurance.

8. Duty of Insured

- i. It is the duty of the Insured and its employees/agents in all circumstances, to act with reasonable dispatch and take such measures as may be necessary for the purpose of averting or minimizing a loss.
- ii. The Insured shall always ensure that all rights against bailees, or other third parties are properly preserved and exercised as a condition precedent to claim under this Policy.
- iii. The Insured shall maintain written record at each of its depots or delivery stations of the condition and nature of Goods received in an apparently damaged condition immediately at the time of such receipt.
- iv. The Insured shall at all times exercise necessary care to ensure that:
 - a) Only competent employees and agents are employed to handle the Goods and the Vehicles.
 - b) The Vehicles and their accessories and fittings are maintained in sound roadworthy condition and are fit for the purpose for which they are used;
 - c) All statutory requirements including Rules and Regulations imposed by any public authority are duly observed and complied with in respect of use of the Vehicle and carriage of the Goods.

9. Claims

1. Upon the happening of any misfortunate event or occurrence likely to give rise to a claim under this Policy and immediately after the same shall have come to the knowledge of the Insured or his agent, the Insured shall:



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- a) Take effective and immediate action against person or persons responsible for the occurrence resulting in the loss or damage to the Goods and recover the same.
- b) Take steps for the safety of the goods.
- c) Give to the Company a notice without any delay or maximum within 5 days from the date of occurrence of the accident and shall deliver to the Company a claim in writing within 10 days from the date of occurrence of the accident and supply all such detailed particulars and proofs as may be reasonably required. In no case shall the Company be liable for any loss or damage not notified to the Company within 30 days of the happening of the event.
- d) Give to the Company notice in writing with full particulars of any claim or of any other subsequent proceedings as soon as possible after the same shall have come to the notice of the Insured and /or his agent.
- e) At his own expense furnish all such information, explanation, voucher, proof of ownership and loss and such other evidence to substantiate the claim as may be reasonably required by the Company.
- 2. Any notice of claim or proceeding against the Insured for loss or damage to Goods in circumstances covered by this Policy shall be immediately intimated in writing to the Company.

10. Subrogation

Upon settlement of a claim, the Company shall be entitled to subrogation of rights and remedies that the Insured may have against any other party in respect of the loss or damage to Goods.

11. Contribution

If in respect of any liability covered by this Policy there is any other insurance covering the same liability of the Insured, the Company shall not be liable to pay or contribute more than a rateable proportion of such liability. This Condition shall apply notwithstanding the existence of any clause or condition of non-contribution or non-participation in the other insurance Policy or cover.

12. Renewal

This policy may be renewed by mutual consent.

No payment of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorized Representative of the Company shall have been issued thereof.

13. Cancellation

The We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to the insured at his/her last known address at least 15 days



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in advance in that case we shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred till the date of cancellation.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall refund the premium for the period this Policy has been in force at the Company's short period scales.

Short Period Scale

Period on risk	% of Annual Premium refunded
Not exceeding 1 Months	70%
Exceeding 1 Months but not exceeding 2 Months	65%
Exceeding 2 Months but not exceeding 3 Months	55%
Exceeding 3 Months but not exceeding 4 Months	45%
Exceeding 4 Months but not exceeding 5 Months	35%
Exceeding 5 Months but not exceeding 6 Months	30%
Exceeding 6 Months but not exceeding 7 Months	25%
Exceeding 7 Months but not exceeding 8 Months	10%
Exceeding 8 Months	NIL

The Policy shall also stand cancelled with immediate effect if:

- a) The laws relating to carriage of Goods are altered in any way
- b) Any change occurs in the ownership or management of the Insured or the area of Operation
- c) Any material change occurs in the information provided in the proposal form unless such change or alteration is brought to the notice of the company in advance and revised terms and premium required by the Company are agreed to and paid.
- d) In the event of such cancellation after a claim has arisen during the current Policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of cancellation, pro-rata refund of premium for complete unexpired months shall be allowed.

14. Arbitration

If any dispute or 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 a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed

By each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.



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It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore 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 a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained

15. Disclaimer

It is 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 any suit or proceeding in a Court of Law or other forum having jurisdiction, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable thereafter.

16. Grievance Redressal Procedure

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your Policy and Schedule. The Policy and Policy Schedule set out the terms of your contract with us. Please read your Policy and Policy Schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from us. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please email or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

Contact Person: Chief Compliance and Grievance Officer

Contact Address: Shriram General Insurance Co. Ltd.

E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022

Grievance Cell No: 1800-103-3009, 1800-300-30000

E-mail ID: md@shriramgi.com

Fax No.: 91-141-2770693



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You can also reach us by email or register their complaints on the website of the Company.

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Ombudsman Offices		
Gujarat , Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman Office of the Insurance Ombudsman	
	2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014	
	Tel.079- 27546150/139, Fax:079-27546142	
	E-mail: bimalokpal.ahmedabad@gbic.co.in	
Karnataka	Insurance Ombudsman Office of the Insurance Ombudsman	
	JeevanSoudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar Ist Phase, BENGALURU – 560 078	
	Tel. 080 – 26652048 / 49	
	E-Mail: bimalokpal.bengaluru@gbic.co.in	
Madhya Pradesh & Chhattisgarh	Insurance Ombudsman, Office of the Insurance Ombudsman	
	JanakVihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003	
	Tel. 0755-2769201/02 Fax:0755-2769203	
	E-mail: bimalokpal.bhopal@gbic.co.in	
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman	
	62, Forest Park, BHUBANESHWAR – 751 009	
	Tel.0674-2596461 / 2596455, Fax - 0674-2596429	
	E-mail: bimalokpal.chandigarh@gbic.co.in	
Punjab, Haryana,	Insurance Ombudsman Office of the Insurance Ombudsman	
Himachal Pradesh,	S.C.O. No.101, 102 & 103 2nd floor, Batra Building, Sector 17-D,	
Jammu & Kashmir,	CHANDIGARH – 160 017	
Chandigarh	Tel.: 0172-2706196 / 2706468, Fax: 0172-2708274	



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