# **HDFC ERGO General Insurance Company Limited Policy Wordings**



# **Political Risk Insurance Policy**

SCHEDULE				
POLITICAL RISK INSURANCE POLICY				
Policy Number:				
Item 1.:	Insured			
	Address:			
Item 2.	Foreign Enterprise:			
	Address:			
Item 3.	Project and Location:			
Item 4.	Insured Investment:			
Item 5.	Insured Interest:			
Item 6.	Insured Share of Foreign Enterprise:			
Item 7.	Host Country:			
Item 8.	Maximum Aggregate Limit of Liability:	₹		
	Sublimit of in respect of <b>Political Risk Event 3</b> . ()	₹		
Item 9.	Insured Percentage:	%		
		except for <b>Political Risk Events</b>		
		3.1 Expropriatory Act (f) and		
		3.7 Currency Inconvertibility which is%		
Item 10.	Policy Period:	From: 12:01 a.m. on To: midnight on local time at the		
		To: midnight on local time at the address in Item 1		
Item 11.	Policy Currency:	India Rupee (₹)		
Item 12.	Waiting Period:	Nil in respect of all Political Risk Events except:		
12.	Walking Ferrod.	3.1 Expropriatory Act (f): days		
		3.3 Forced Abandonment: days		
		3.5 Deprivation: days		
		3.7 Currency Inconvertibility: days		
Item 13.	Premium Details	₹		
	Premium Amount: Service Tax:	₹		
	Total Premium:	₹		
Item 14.	Deductible for Article 3.6			
	(a) Political Violence :	₹		
	(b) Business Interruption Excess	calendar days		
Item 15.	Fundamental Agreements:			
Item 16:	Notification: (Person (s) to be notified)			

For notice of a claim or circumstances which could give rise to a claim

- (a) The Manager Claims Department HDFC ERGO General Insurance Company Limited HDFC House, 1st Floor, 165-166 Backbay Reclamation, H.T. Parekh Marg. Churchgate, Mumbai - 400 020, India.
  - Such notice shall be effective on the date of receipt by the Company at such address
- (b) For all other notices:

Underwriting Manager HDFC ERGO General Insurance Company Limited 6th Floor, Leela Business Park Andheri Kurla Road, Andheri East, Mumbai-400 059, India.

In witness whereof, the Company has caused this policy to be signed by its authorized employee.

Date:	Authorised Signatory:
Place:	
AGENTS DETAILS	
AGENT NAME:	
AGENT CODE:	
CONTACT NO. :	
ANY OTHER CONTACT DETAILS:	

This Policy is effective when the accompanying Schedule is signed by an authorized representative of HDFC ERGO General Insurance Company Limited (hereinafter called "The Underwriter")

Policy wording, Schedule and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified

Words and phrases that appear in bold letters have, for the purpose of this Policy, a special meaning which can be read in the Definitions section - Article II.

In consideration of payment of the premium and receipt thereof by the Underwriter and in reliance upon the information provided in the Application for Insurance and including any statements made by the Insured to the Underwriter, and subject to the terms and conditions of this Policy, the Underwriter and the Insured agree as follows:

#### ARTICLE I. INSURING AGREEMENT

- 1.1 The Underwriter shall be liable and shall pay **Compensation** to the Insured, subject to the terms and conditions set forth in this Insurance Policy, for the Insured Percentage of the Insured's Loss caused by the following Political **Risk Events:** 
  - (a) Expropriatory Act; and/or
  - (b) Selective Discrimination; and/or
  - (c) Forced Abandonment; and/or

- (d) Forced Divestiture: and/or
- (e) Deprivation; and/or
- **Political Violence:** 
  - Physical Damage
  - Business Interruption following Political Violence: and/or
- (a) Currency Inconvertibility

and for which the Date of Loss occurs during the Policy Period.

1.2 Compensation shall be determined pursuant to Article IV herein.

#### ARTICLE II. DEFINITIONS

- "Application for Insurance" means the Insured's 21 "Application for Political Risk Insurance", along with all supporting documentation submitted by the Insured regarding the Insured Investment in the Foreign Enterprise.
- "Book Value" of any real or tangible property means 2.2 the value attributed to such property as provided for in the financial statements of the Foreign Enterprise, which were prepared in accordance with the accounting principles described in Article VIII herein.
- 2.3 "Business Interruption Excess" means calendar days commencing from the applicable Date of Loss as specified in Item 14 (b) of the schedule
- 2.4 "Business Interruption Indemnity Period" means xx calendar months, commencing from and including the first day following the expiry of the Business Interruption Excess.
- "Civil Commotion" means the substantial disturbance of 2.5 the public peace by three (3) or more persons assembled together and acting with common intent.
- 2.6 "Civil War" means a hostile contention by armed forces between opposing citizens or subjects of the Host Country.
- 2.7 "Claim" means the Insured's written claim for Compensation submitted in accordance with the procedures and requirements of Article VII herein.
- 28 "Compensation" means the amount payable to the Insured for a Loss as defined in this Insurance Policy.
- 2.9 "Coup d'Etat" means the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.
- 2.10 "Currency Inconvertibility" is defined in Article 3.7
- 2.11 "Date of Loss" means a date occurring during the Policy Period, and shall be:
  - for Expropriation, the date on which the Expropriation occurs;
  - for Selective Discrimination, Forced Abandonment, Forced Divestiture and Deprivation, the date an act or condition of Selective Discrimination. Forced Abandonment, Forced Divestiture and/or Deprivation first occurred:

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai - 400 059. UIN: Political Risk Insurance Policy -

- (c) for Political Violence.
  - of the type referred to in Article 3.6 (a), the date on which the real or tangible property described therein is damaged, destroyed, or lost; and
  - (ii) of the type described in Article 3.6 (b), the date on which the cessation of operations described therein commences; and

It is agreed that there may be one or more Business Interruption **Date(s) of Loss** in the case of separate **Loss** occurrences.

- (d) for Currency Inconvertibility, the date on which the Insured first attempts to convert and/or transfer the funds.
- 2.12 "Deductible" means the amount stated in Item 14(a) of the Schedule and will apply to each and every instance of loss for Political Violence.
- 2.13 "Expropriatory Act" is defined in Article 3.1 herein.
- 2.14 "Foreign Enterprise" is the entity identified in Item 2 of the Schedule. The Insured has made the Insured Investment in the Foreign Enterprise, as described in Item 4 of the Schedule and, in exchange, has received shares or other ownership interests in the Foreign Enterprise, as described in Item 5 of the Schedule. The Insured Share of the Foreign Enterprise, as evidenced by the shares or other ownership interests, is the percentage identified in Item 6 of the Schedule. The Foreign Enterprise will implement the Project as identified in Item 3 of the Schedule and further described in the Insured's Application for Insurance.
- 2.15 **"Fundamental Agreements"** means the agreements set forth in Item 15 of the Schedule.
- 2.16 "Host Country" is identified in Item 7 of the Schedule.
- 2.17 "Host Government" means:
  - (a) the present or any succeeding governing authority (without regard to the method of its succession or as to whether it is internationally recognized) in effective control of all or any part of the territory of the Host Country or any political or territorial subdivision thereof (including any dependent territory); and
  - (b) any other public authority in or of the Host Country on which regulatory powers are conferred by the laws of the Host Country.
- 2.18 "Income" means the continuing operating costs and expenses incurred and the net profit or loss before income taxes that would have been earned in respect of that part of the Foreign Enterprise that has been subject to the Political Risk Event.
- 2.19 "Insured Percentage" means the percentage of the Insured Investment insured under this Insurance Policy as set forth in Item 9 of the Schedule.
- 2.20 "Insured" means the entity set forth in Item 1 of the Schedule.
- 2.21 "Insured Interest" means the rights, title and interest in the Foreign Enterprise acquired by the Insured in return

- for the **Insured Investment** in the **Foreign Enterprise**, as set forth in Item 5 of the Schedule.
- 2.22 "Insured Investment" means the investment set forth in Item 4 of the Schedule.
- 2.23 "Insured Remittance" means:
  - a) dividends and other distributions constituting a return on the Insured's equity contribution to the Foreign Enterprise;
  - proceeds of divestiture, liquidation and from the disposal of the Foreign Enterprise, and other distributions constituting a return of the Insured's Net Investment in the Foreign Enterprise;
  - repayments (including both principal and interest) by the Foreign Enterprise of inter-company loans issued by the Insured;

that could not be converted; or the amount in **Policy Currency** that could not be transferred. The **Policy Currency** equivalent shall be determined using the **Reference Rate of Exchange** in effect on the **Date of Loss**.

- 2.24 "Insured Share" means the Insured's percentage of ownership of the Foreign Enterprise as set forth in Item 6 of the Schedule.
- 2.25 "Insured's Country" means India.
- 2.26 "Insurrection" means a violent rising of citizens or subjects against the Host Government.
- 2.27 "Local Currency" means the currency of the Host Country.
- 2.28 "**Loss**" means:
  - a) For Political Risk Events 3.1 Expropriatory Act, 3.2 Selective Discrimination, 3.3 Forced Abandonment, 3.4 Forced Divestiture, 3.5 Deprivation and 3.6 Political Violence (in respect of sub-paragraph (b) only), Loss means, as of the date immediately preceding the Date of Loss, the lesser of:
    - the value of the Net Investment in the Host County covered hereunder which has been subject to such Political Risk Event less any adjustments as described in 4.1 Adjustments;
    - the Maximum Aggregate Limit of Liability per coverage for the respective Insuring Agreement.
  - b) For Political Risk Event 3.7 Currency Inconvertibility, Loss means as at the end of the Waiting Period, the lesser of the Maximum Aggregate Limit of Liability per coverage for this Political Risk Event or:
    - (i) for events qualifying under Political Risk Event 3.7 (a) (i), the Policy Currency equivalent, calculated at the Reference Rate of Exchange as of the end of the Waiting Period, of Local currency irrevocably deposited and constituting an Insured Remittance that could not be converted;

- (ii) for events qualifying under Political Risk Event 3.7 (a) (ii), the amount in Policy Currency constituting an Insured Remittance that could not be transferred:
- For Political Risk Event 3.6 Political Violence (in respect of sub-paragraph (a) only), Loss is calculated as the Lesser of:
  - the sum of the value of damaged or destroyed assets in excess of the **Deductible**, calculated as follow:

Buildings, contents and equipment will be valued at the full cost to repair or replace them (without deduction for depreciation) if the buildings, contents and equipment are actually repaired or replaced within a reasonable period of time following the Date of Loss. Compensation will not exceed the amount actually spent to repair or replace the buildings, contents and equipment for the same use or occupancy. If not repaired or replaced, they will be valued at their actual cash value on the day preceding the Date of Loss: or

(ii) the Maximum Aggregate Limit of Liability for Insuring Agreement 1.1 (f).

The Loss period in respect of **Political Violence** shall be limited to all losses sustained to the property of the **Insured** covered herein during any period of 72 consecutive hours arising out of and directly occasioned by such a **Political Risk Event** for the same purpose or cause. The **Insured** may choose the date and time when each loss period of 72 hours shall commence. However, no such period of 72 hours may extend beyond the expiration of this Policy other than for property of the **Insured** covered herein which first sustained damage during the **Policy Period**, nor shall two or more periods of 72 hours overlap.

d) For a Business Interruption event following Political Risk Event 3.6 Political Violence (in respect of sub-paragraph (b) only), Loss is: the loss of Income above the Excess, up to a maximum amount equivalent to the Maximum Aggregate Limit of Liability, sustained by the Insured resulting directly from the interruption of the Insured's operations at the Project and/or the Foreign Enterprise caused by direct physical loss of or physical damage to the Project and/or the Foreign Enterprise, as covered under Political Risk Event: Political Violence.

This cover will start from the **Business Interruption Excess** expiry date and will continue for the entire period of interruption but not beyond the lesser of:

- the time required, with the exercise of due diligence, to repair, rebuild or replace such part of the **Project** and/or **Foreign Enterprise** that has(ve) been lost, destroyed or damaged, or
- (ii) the Business Interruption Indemnity Period.

- 2.29 "Malicious Damage" means all physical loss or damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace, but limited to loss caused by sabotage and acts committed by any or all persons whose aim is or includes the over-throwing of any legal or defacto government by terrorism or violence.
- 2.30 "Maximum Aggregate Limit of Liability" means the amount set forth in Item 8 of the Schedule. The amount of Compensation paid by the Underwriter under this Insurance Policy shall not exceed the Maximum Aggregate Limit of Liability, regardless of the number of Losses incurred or the Policy Period.
- 2.31 "Net Investment" means, as of the Date of Loss, the sum of:
  - (a) the Insured's equity contribution to the Foreign Enterprise plus the Insured's share of retained earnings adjusted for the U.S. dollar equivalent of the Insured's rateable share of profits and losses of the Foreign Enterprise from the date of investment; and
  - (b) principal and interest (accruing up to the **Date of** Loss) on loans made to the **Foreign Enterprise** by the **Insured**: and
  - principal and interest (accruing up to the Date of Loss) paid by the Insured on behalf of the Foreign Enterprise pursuant to any parental guarantee; and
  - (d) the amount of the Foreign Enterprise's accounts payable to the Insured less the amount of the Foreign Enterprise's accounts receivable from the Insured; and
  - (e) for any physical assets which are the property of the Insured located at premises of the Foreign Enterprise, the replacement cost in the Insured' Country on the day prior to the Date of Loss, only if such assets are replaced prior to the filing of a proof of Loss, otherwise such inventory or equipment shall be covered at net book value;
    - Excluding, the amount of all goodwill, trademarks, and research and development.
- 2.32 "Permanent(ly)" means for a period of 180 days commencing on the Date of Loss.
- 2.33 "Policy Currency" means the currency identified in Item 11 of the Schedule. The Policy Currency is the currency of the Insured's premium payments and any Compensation payable by the Underwriter to the Insured.
- 2.34 "Policy Period" means the period set forth in Item 10 of the Schedule.
- 2.35 "Political Risk Event" means an Expropriatory Act, Selective Discrimination, Forced Abandonment, Forced Divestiture, Deprivation, Political Violence and Currency Inconvertibility as defined in Articles 31, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7, respectively, herein.
- 2.36 "Political Violence" is defined in Article 3.6 herein.

- 2.37 "Project" means the project owned and/or operated by the Foreign Enterprise as described in Item 3 of the Schedule and as further described in the Insured's Application for Insurance.
- 2.38 "Rebellion" means a deliberate, organized and open resistance, by force and arms, to the laws or operations of the Host Government or the Host Country committed by its citizens or subjects.
- 2.39 "Reference Rate of Exchange" means, on any Date of Loss, the effective average rate of exchange applied by the central bank or other foreign regulatory authority of the Host Country for the exchange rate applicable on the Date of Loss for the conversion of the Local Currency into Policy Currency.

If on the **Date of Loss** the central bank has not freely executed conversions into the **Policy Currency** or has applied multiple exchange rates with respect to such conversions, the **Reference Rate of Exchange** shall be computed on the basis of one of the following exchange rates for the conversion of **Local currency** into **Policy Currency** in the following order of priority:

- a) first, the most representative clearing rate on the Date of Loss legally used by commercial banks or any other private market in the Host Country; and
- secondly, the clearing rate used on the Date of Loss outside the Host Country in the most active market for conversion of Local currency into Policy Currency.

In the event that a **Reference Rate of Exchange** can not be calculated in accordance with 2.39 a) and b), the **Reference Rate of Exchange** shall be calculated by selecting the most recent day of business upon which an exchange took place, prior to the **Date of Loss** and the thirty (30) business days preceding that date, until a **Reference Rate of Exchange** has been calculated.

For the purpose of this article, the **Reference Rate of Exchange** shall represent the average of the high and low for the applicable exchange rate category on the **Date of Loss**. The Underwriter is only obliged to pay any relevant amount net of all charges and expenses due that do not fall under the Insuring Agreement Article 1.1 (g) in case of conversions and transfers by or on behalf of the **Insured** under the prevailing laws, regulations and business practices of the **Host Country**.

- 2.40 "Riot" means a violent disturbance by three (3) or more persons assembled together which threatens the public peace.
- 2.41 "Risk Management Team" means those individuals employed or retained by the Insured who are directly involved with the negotiation and management of this Insurance Policy.
- 2.42 "Sabotage" means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an incident otherwise covered under this Policy.
- 2.43 "Strike" means a work stoppage by a body of three (3) or more workers to enforce demands on any employer or to protest against an act or condition.

- 2.44 "Terrorism" means acts of any person or group of persons acting alone or on behalf of, or in connection with, any organization which carries out activities committed for political, religious or ideological purposes including the intention to influence or overthrow any government and/or to put the public in fear for such purposes. Terrorism does not include an act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, e.g. robbery, crimes of passion, or murder.
- 2.45 "Waiting Period" means the period set forth in Item 12 of the Schedule, which commences on the Date of Loss and must elapse before a Loss is payable under this Insurance Policy. For Currency Inconvertibility, the Waiting Period shall commence on the date on which the Insured or the Foreign Enterprise first attempts to convert or transfer the currency pursuant to Article 3.7 of this Insurance Policy.
- 2.46 "War" means declared or undeclared international hostile action taken by sovereign, international armed forces.

All other terms that appear in this Contract, the Schedule and the Endorsements have the definitions assigned to them as they appear in those documents.

#### ARTICLE III. POLITICAL RISK EVENTS

# 3.1 Expropriatory Act

An Expropriatory Act means an act or series of acts including action or action of the Host Government occurring within the Policy Period, whether characterized as expropriation, confiscation, nationalization, requisition, sequestration, seizure, wilful destruction or damage, or other similar measures effected by law, order, decree or administrative action of the Host Government that:

- (a) Permanently deprives the Insured of all or part of its Insured Interest in the Foreign Enterprise relating to the Project; or
- (b) Permanently prevents or restricts, through financial, regulatory or other measures, the operation of the Foreign Enterprise relating to the Project, causing the total cessation of the Foreign Enterprise's operations relating to the Project; or
- (c) Permanently deprives the Foreign Enterprise of all or part of its fixed and/or current assets relating to the Project; or
- (d) effectively prevents the Insured or the Foreign Enterprise from effectively controlling funds in the Host Country which constitute dividends or profits on, or proceeds from the disposal of, the Insured Investment: or
- (e) effectively prevents the Foreign Enterprise from operating following the cancellation of a previously issued licence, permit, or other authorisation necessary for operation;
- (f) causes a breach, cancellation, termination, abrogation or repudiation of a Fundamental Agreement providing that the Host Government

is not entitled to change the terms of any **Fundamental Agreement** provided such act or acts or consequences thereof (i) are violations of international law (without regard to the availability of local remedies) and (ii) continue for the duration of the **Waiting Period**.

#### 3.2 Selective Discrimination

Selective Discrimination means the imposition within the **Policy Period** of any law, order, decree, regulation or import/export restriction by the **Host Government** which is applied selectively and discriminately against the **Project** and/or **Foreign Enterprise** and/or **Insured** that is beyond their control, and in contravention of any previously issued licence, permit or other authority, and which:

- a) selectively prevents or restricts the operation of the Foreign Enterprise thereby resulting in the Permanent and total cessation of the activities of the Foreign Enterprise; or
- b) legally prevents the Insured from participating in the operation of, or benefits of, the Foreign Enterprise resulting in the Permanent and total cessation of the activities of the Foreign Enterprise.

#### 3.3 Forced Abandonment

Forced Abandonment means the necessary and complete abandonment of the operations of the **Project** and/or **Foreign Enterprise** by the **Insured** commencing within the **Policy Period** and continuing for a period of 180 days following the cessation of the **Insured**'s activities in the **Host Country** where the cessation arises directly as a consequence of:

War, Civil War, Rebellion, revolution, Insurrection, Terrorism, Coup d'Etat, Malicious Damage, Sabotage or Civil Commotion, Riot, Strikes, following which the Insured is required or advised by the Government of the Insured's Country to evacuate all personnel from the Host Country or specified region thereof, subject to such requirement being generally applicable to all nationals of the Insured's Country who are located in the Host Country of applicable region thereof.

Efforts to re-start operations, for a period less than thirty (30) continuous days, which are themselves abandoned shall not prejudice the requirement for the abandonment period to be of a continuous nature provided that actions which cause the re-start efforts to be abandoned are a continuation of the earlier actions.

For the purposes of this policy, a State Department Travel Advisory Notice shall not constitute an above referenced Government requirement or advice.

# 3.4 Forced Divestiture

Forced Divestiture means the imposition of any law, order, decree, regulation, directive or restriction by the Government of the Insured's Country, within the Policy Period, which is selectively applied against the Insured, and:

requires the Insured Permanently to divest itself

- of all or part of it shareholding in the Project and/ or Foreign Enterprise; and/or
- legally prevents the Insured from participating in all or part of the benefits of its shareholding in the Project and/or Foreign Enterprise; and/or
- iiii) prevents or restricts the operation of the Project and/or Foreign Enterprise so as to cause the total cessation of all or part of the Project and/or Foreign Enterprise's activities.

#### 3.5 Deprivation

Deprivation means:

- (a) the implementation, interpretation or application by the Host Government of any law, order, decree or regulation having the force of law which, in circumstances outside the control of the Foreign Enterprise or the Insured, and in contravention of any previously issued licence, permit or other authority, prevents the export of the whole or part of the inventory, equipment, coal or other mineral in stockpiles or in transit of the Foreign Enterprise, the Project of the Insured in respect of equipment or inventory which is the property of the Insured from the Host Country or its territorial waters; or
- (b) the cancellation, amendment or variation by the Host Government, in circumstances outside the control of the Foreign Enterprise or the Insured, of a previously issued and valid authority to export the whole or part of the inventory, equipment, coal or other mineral in stockpiles or in transit of the Foreign Enterprise, the Project or the Insured in respect of equipment or inventory which is the property of the Insured from the Host Country or its territorial waters, where the Host Government has no contractual right to do so.

The Foreign Enterprise, the Project or the Insured will be deemed to have been deprived of the use or possession of inventory, equipment, coal or other mineral in stockpiles or in transit after the expiry of the applicable Waiting Period commencing on the date the Insured advised the Underwriter that it or the Foreign Enterprise could not export the inventory, equipment, coal or other mineral in stockpiles or in transit from the Host Country.

#### 3.6 Political Violence

Political Violence means a violent act or series of acts in the Host Country undertaken with the primary intent of achieving a political, religious or ideological objective, in the form of declared or undeclared War, hostile action by national or international armed forces, Civil War, Rebellion, revolution, Insurrection, Civil Commotion, Riot, Strikes, Terrorism, Malicious Damage, Coup d'Etat or Sabotage (including fire damage and loss by looting following any one of these acts), which solely and directly causes:

 the damage, destruction or loss of real or tangible property (other than precious metals, gems, works of art, money or documents) of the Foreign Enterprise relating to the Project; or (b) as a result of such damage, destruction or loss, the total cessation of essential operations by the Foreign Enterprise relating to the Project.

# 3.7 Currency Inconvertibility

- (a) an act or series of acts by the Host Government that prevents the Insured or the Foreign Enterprise, for the duration of the Waiting Period, from directly or indirectly:
  - (i) converting dividends or profits on, or proceeds from the disposal of, the Insured Investment from Local Currency into Policy Currency, including the denial of such conversion in an exchange rate category as favorable as the category applicable to determine the Reference Rate of Exchange;
  - transferring outside of the Host Country the funds as described in (i) above already converted from Local Currency into Policy Currency; or
- (b) failure by the Host Government (or by entities authorized under the laws of the Host Country to operate in the foreign exchange markets) to effect a conversion or transfer under (a) above on behalf of the Insured or the Foreign Enterprise.

## ARTICLE IV. ADJUSTMENTS FOR POLITICAL RISK EVENTS

# 4.1 Adjustments

Compensation for any Political Risk Event shall be adjusted (i) for any compensation received from the Host Government in freely convertible currency outside the Host Country or any other source on account of the Political Risk Event, and (ii) for any investments or other contributions by the Insured to the Foreign Enterprise that are not Insured under this Insurance Policy. In no event shall the total amount of Compensation paid by the Underwriter under this Insurance Policy exceed the Maximum Aggregate Limit of Liability set forth in Item 8 of the Schedule.

#### **ARTICLE V. EXCLUSIONS**

- 5.1 The Underwriter shall not pay **Compensation** for any **Loss** in the event that the **Loss** was directly caused by:
  - the Insured's or the Foreign Enterprise's failure to comply with the laws of the Host Country in force at inception of the Policy Period, or from any failure of the Insured or the Foreign Enterprise to comply with the applicable environmental, public health and worker safety standards of the World Bank. This exclusion includes, but is not limited to, compliance with the World Bank standards existing prior to, or which may be introduced during, the Policy Period. Failure of the Insured or Foreign Enterprise to comply with the unreasonable requirements of national or local authorities in the Host Country, the stringency of which exceeds that of the comparable environmental, public health or worker safety standards of the World Bank, shall not be deemed a failure within the

- meaning of this exclusion. Failure of the **Insured** to comply with any law enacted after inception of the **Policy Period** which constitutes the occurrence of an Insured Peril shall not be deemed a failure within the meaning of the Exclusion:
- (b) the Insured, the Foreign Enterprise or their representatives engaging in any illegal or criminal activities:
- (c) Institute Radioactive Contamination Exclusion
  Clause

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

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to the radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (d) the insolvency, bankruptcy or financial default of the Foreign Enterprise or the Insured, or from the repossession of property by any titleholder unless this has been caused by a Political Risk Event: or
- (e) the material breach by the **Insured** or the **Foreign Enterprise** of any contractual agreements with the **Host Government.**
- 5.2 A loss which results due to the failure by the Insured or the Foreign Enterprise to take all reasonable measures to protect or preserve the property of the Foreign Enterprise shall not be the basis for a Claim of Political Violence, except where the Insured was prevented from taking such measures due to the occurence of a Political Risk Event.
- 5.3 No Claim of Currency Inconvertibility shall be accepted or recognized by the Underwriter, and the Underwriter shall accordingly have no liability under Currency Inconvertibility if:
  - (a) the **Insured** or **Foreign Enterprise** would have been unable legally to convert **Local Currency** or

transfer **Policy Currency** at the inception of the **Policy Period**:

- (b) the Insured or Foreign Enterprise fails to exercise all reasonable efforts to convert Local Currency or transfer Policy Currency during the Waiting Period through all lawful mechanisms that an investor could have used in the absence of this coverage it being understood that the Insured shall not be required to convert Local Currency or transfer Policy Currency via any lawful mechanism where such mechanism imposes value discounts or special charges which materially diminish the true value of the currency being transferred unless so instructed by the Underwriter and at the Underwriter's expense;
- (c) the currency which cannot be converted or transferred has been the subject of an expropriatory action under Article 3.1(d) herein; or
- as a consequence of devaluation or fluctuation of the Local Currency.

#### ARTICLE VI. WARRANTIES BY THE INSURED

- 6.1 The **Insured** warrants that:
  - (a) as of the date of its execution of this Insurance Policy, it had no knowledge of any circumstance which could give rise to a Loss under this Insurance Policy;
  - (b) all the information that the Risk Management Team has provided in the Application for Insurance, and that the Insured will provide to the Underwriter, whether in written or verbal form following reasonable enquiries, is true and correct and that no material information has been or will be withheld:

If there are any material breaches or misrepresentations of this Warranty by the **Insured**, the Underwriter may void cover hereunder from the date of such material breach or misrepresentation, retain the premium paid and refuse to compensate the **Insured** for any **Loss** sustained thereafter.

6.2 The Insured warrants that it will remain uninsured, and will at all times bear the risk of loss, for the percentage of the Insured Investment that is not Insured under this Insurance Policy, and if there are material breaches or misrepresentations of this Warranty by the Insured, the Underwriter may void cover in respect of the Insured Investment to which such breach applies.

#### ARTICLE VII. CLAIMS AND SUBROGATION

#### 7.1 Submission of a Claim

# 7.1 HDFC ERGO General Insurance Company Limited

(a) The Insured must notify the Underwriter within thirty (30) days from the date upon which the Risk Management Team became aware of the occurrence of any event that could give rise to a Claim, and submit a written Claim within twenty four (24) months, satisfactory to the Underwriter, which demonstrates that the Loss was caused by a Political Risk Event as defined in this Insurance Policy. Notwithstanding any other provision of this Insurance Policy, if a **Loss** occurs, the Underwriter may terminate the **Waiting Period** and demand a **Claim** filing and an assignment and subrogation under Article 7.5 herein, within ten (10) working days as a pre-condition to any **Compensation** payment; and

(b) The **Insured** must provide any additional evidence, as may reasonably be requested by the Underwriter, in order to prove the **Claim.** 

#### 7.2 Onus of Proof

The responsibility for proving a **Claim** under this Insurance Policy shall at all times rest with the **Insured**, and the responsibility for proving that exclusion applies rests with the Underwriter.

#### 7.3 Determination of the Validity of a Claim

The Underwriter shall make a determination regarding the **Insured**'s **Claim** promptly following the date upon which the **Insured** had provided all evidence, as reasonably required by the Underwriter, to prove the **Claim**.

# 7.5 Insured's Challenge of the Determination

Any action arising out of this Insurance Policy must be brought against the Underwriter within twenty four (24) months from the date of the Underwriter's **Claim** determination or shall be deemed waived.

- 7.6 Assignment and Subrogation
  - In connection with a Claim under Expropriatory Act, Selective Discrimination, Forced Abandonment, Forced Divestiture, Deprivation or Political Violence, as a condition for any Compensation payment, the Insured shall assign to the Underwriter all of the Insured's right, title and interest in all or part of the Insured Investment, if so specifically required by the Underwriter. In connection with a Claim under Currency Inconvertibility, as a condition for any Compensation payment, the Insured must assign and deliver to the Underwriter, by draft, subject to collection, or, at the Underwriter's option, in cash, the inconvertible Local Currency or nontransferable Policy Currency that is the subject of the Claim. If the Insured is unable legally to deliver such currency to the Underwriter, then, the Insured shall assign to the Underwriter its right, title and interest in such currency.
  - (b) As a condition to any Compensation payment, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefor against any person or organization in respect of the Loss for which the Compensation is to be paid, and the Insured shall execute and deliver all instruments and documents and do whatever is necessary to secure such rights for the Underwriter. The Insured shall do nothing to prejudice the Underwriter's rights.

(c) Any assignment and subrogation made pursuant to this Article 7.5 shall be made in proportion to the amount of the Loss for which Compensation is to be paid. Any such assignment and subrogation shall be free and clear of all claims, defenses, counterclaims, rights of setoff and other encumbrances, except for those defenses relating to the Political Risk Event.

#### ARTICLE VIII. GENERAL CONDITIONS

# 8.1 Accounting Principles

All financial statements and accounts of the **Insured** and the **Foreign Enterprise**, as well as the calculation of any **Loss** hereunder, shall be in accordance with the principles of accounting generally accepted in the **Insured**'s country, consistently applied and as used by the **Insured** in its certified financial statements.

#### 8.2 Non-assignment of Insurance Policy

This Insurance Policy and any rights thereunder shall not be assigned by the **Insured** without the prior written consent of the Underwriter.

#### 8.3 Cancellation:

The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud. by giving minimum notice of 7 days to the Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

# 8.4 Complete Agreement of the Parties; Amendment and Waivers

This Insurance Policy constitutes the complete agreement between the parties, superseding any prior agreements or understandings. No provision of this Insurance Policy may be modified or supplemented except by a written agreement by both parties. Neither party shall be deemed to have waived any of its rights under this Insurance Policy, unless expressly so stated in a written notice by the party waiving such right to the other party.

# 8.5 Choice of Law

8.1 Any issue relating to the construction, validity or performance of this Insurance Policy shall be governed by, read and construed in accordance with the laws of India.

# 8.6 Disclosure of Existence of Insurance Policy

The **Insured** shall not disclose the existence of this Insurance Policy to any third party (including, but not limited to, the **Host Government**) without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld or delayed, save that disclosure without consent is permitted:

- to the Insured's legal advisers, accountants, auditors and any other financial or professional advisers on a confidential basis;
- (b) to the extent required by law, regulation or

- by order of a court or tribunal of competent jurisdiction or if required by any governmental, quasi-governmental or regulatory authority; and
- to an arbitral tribunal (and any court) to enforce the terms of this Insurance Policy.

#### 87 Licences and Permits

the **Insured** and the **Foreign Enterprise** have or will obtain valid licences and permits for the **Project** as required by law inception of the **Policy Period** and will make all applications as required by law to extend, renew or modify such licences and permits to comply with any new requirement promulgated during the **Policy Period**.

#### 8.8 Insured's Records

Upon reasonable notice to the **Insured**, the Underwriter may, at any time, examine or copy any records in the possession or control of the **Insured** relating to or connected with this Insurance Policy, the **Foreign Enterprise** and the **Project**. The **Insured** shall maintain all records for a period of six (6) years after the expiration of this Insurance Policy. The **Insured** shall, at the request of the Underwriter, take all reasonable steps to obtain for the Underwriter any and all of the aforesaid information in the possession of any third party relating to or connected with this Insurance Policy.

#### 89 Notices

All notices under any provision of this Insurance Policy shall be in writing and given by prepaid express courier, certified mail or email to the following via the Broker:

- (a) In case of the **Insured**, at the address specified in the Schedule.
- (b) In case of Underwriter at

HDFC ERGO General Insurance Company Limited 6th Floor, Leela Business Park, Andheri Kurla Road Andheri (East), Mumbai – 400 059, India

Toll Free Helpline 1800 226 226 / 1800 2 700 700

Such notices shall be effective on the date of receipt.

Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier.

#### 8.10 Other Insurance

If the **Insured** has any bond, indemnity or insurance which would cover a **Loss** in whole or in part in the absence of this Insurance Policy, then this Insurance Policy shall cover such **Loss**, subject to its exclusions, conditions and other terms, only to the extent of the amount of such **Loss** in excess of the amount recoverable or received under such other bond, indemnity or insurance.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

#### 8.11 Payment of Premium

It is hereby agreed that, as a condition precedent to any liability under this Insurance Policy, any premium due must be paid and actually realised by the Underwriter in full prior to the inception of risk. In the event of non-realisation of the premium, this Insurance Policy shall be treated as void-ab-initio.

#### 8.12 Recoveries

After any **Compensation** payment hereunder, the **Insured Percentage** of any sums recovered from any other source shall be paid to the Underwriter until it has completely recovered the following amounts: (i) the amount of the **Compensation** payment; (ii) the Underwriter's expenses associated with the **Claim**; and (iii) the Underwriter's expenses associated with recovery. Any excess amount remaining after the Underwriter is made whole shall be paid to the **Insured**.

# 8.13 Counterparts

This Insurance Policy may be executed in separate counterparts, each of which when so executed shall be an original, and shall together constitute one and the same Insurance Policy.

#### 8.14 Loss Minimisation

The Insured and the Foreign Enterprise will take all reasonable steps to avoid or minimise any Loss. The Insured and the Foreign Enterprise shall cooperate fully with the Underwriter in the investigation of any Claim, the resolution of any potential claim situation and the pursuit of any Claim salvage. The Insured will not enter into any agreement concerning a Loss or potential Loss without the Underwriter's prior written consent. Prior to any Compensation payment, the Insured will pursue all reasonable diplomatic, legal, administrative, judicial and informal means which may be reasonably available to minimise or recover any Loss. The Insured will also preserve any legal, judicial and administrative remedies applicable to any Claim and furnish reasonable assistance in maintaining any rights or property transferred to the Underwriter. For the avoidance of doubt, nothing in this Insurance Policy shall prevent the Insured from exercising its full contractual rights of suspension of services and/or termination of services whether by reason of a payment default or other breach of a Fundamental Agreement.

# ARTICLE IX. CONDITIONS PRECEDENT

# 9.1 False or Fraudulent Statement, Reports or Claims; Concealment

This Insurance Policy shall become void, and all claims hereunder shall be forfeited, if the **Insured** makes

any material statement, report, application, or claim, where the **Insured** knew or should have known that the statement, report, application or claim was false or fraudulent, or if the **Insured** knowingly conceals any material fact, including, but not limited to, a material change in the **Project** agreements or in implementation of the **Project**.

#### GRIEVANCE REDRESSAL PROCEDURE

The Company's maximum liability under Extension 2. E. Dedicated Additional Limit of Liability for Directors or Officers, is not to exceed the amount set forth in Item 2 of the Schedule inclusive of all Loss in respect of all Claims against all Directors or Officers.

The Dedicated Additional Limit of Liability for Directors or Officers shall be excess of any insurance available that is specifically excess of this coverage section and such excess insurance must be completely exhausted by payment of loss, damages or defence costs thereunder before the Company shall have any obligation to make payment on account of the Dedicated Additional Limit of Liability for Directors or Officers. The Insured agrees to provide the Company all details of any excess policies effected once they become known to them and the Company will endorse the policy accordingly

#### **GRIEVANCE REDRESSAL PROCEDURE**

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website www.hdfcergo.com
- · Courier: Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance The Company Ltd. D-301,3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078. Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo @hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system- https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- · Delay in settlement of claim
- Dispute with regard to premium
- · Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS			
Office Details	Jurisdiction of Office (Union Territory, District)		
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu		
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka		
BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh		
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa		
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector-17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.		
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).		

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS				
Office Details	Jurisdiction of Office (Union Territory, District)			
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonepat and Bahadurgarh)			
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura			
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry			
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – Il Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan			
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry			
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands			

NAMES OF OMBUDSMAN AND	ADDRESSES OF OMBUDSMEN CENTERS
Office Details	Jurisdiction of Office (Union Territory, District)
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Areas of Navi Mumba & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.