

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED
HDFC House, 1st Floor,
165-166 Backbay Reclamation,
H.T. Parekh Marg, Churchgate,
Mumbai- 400020
Indias

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 **Political Risk Event 3.** ()

₹ _____
 ₹ _____

Item 9. **Insured Percentage:**

_____%
 except for **Political Risk Events**
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
 address in Item 1

Item 11. **Policy Currency:**

India Rupee (₹) _____

Item 12. **Waiting Period:**

Nil in respect of all Political Risk
 Events except:
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 - 400020
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-400059
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:***

Registered & Corporate Office Address: HDFC House, 1st Floor, 165-166 Backbay Reclamation, H.T.Parekh Marg, Churchgate, Mumbai – 400020. Customer Service Address: 6th Floor, Leela Business Park Andheri-Kurla Road, Andheri East, Mumbai – 400 059. Toll free number, 1800 2 700 700 | Fax: 91-2266383699 | care@hdfcergo.com | www.hdfcergo.com CIN: U66010MH2002PLC134869.IRDA Reg No.125.

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 otherwise.

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
- (f) **Political Violence**:
 - i) Physical Damage
 - ii) Business Interruption following **Political Violence**; and/or
- (g) **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

- 2.1 "**Application for Insurance**" means the **Insured's** "Application for Political Risk Insurance", along with all supporting documentation submitted by the **Insured** regarding the **Insured Investment** in the **Foreign Enterprise**.
- 2.2 "**Book Value**" of any real or tangible property means 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**.
- 2.5 **“Civil Commotion”** means the substantial disturbance of 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.
- 2.8 **“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 herein.
- 2.11 **“Date of Loss”** means a date occurring during the **Policy Period**, and shall be:
- (a) for Expropriation, the date on which the Expropriation occurs;
 - (b) 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;
 - (c) for **Political Violence**,
 - (i) 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**;
 - b) 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**;
 - c) 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:
 - (i) the value of the **Net Investment** in the **Host Country** covered hereunder which has been subject to such **Political Risk Event** less any adjustments as described in 4.1 Adjustments; or
 - (ii) 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;
 - c) For **Political Risk Event** 3.6 **Political Violence** (in respect of sub-paragraph (a) only), **Loss** is calculated as the Lesser of:
 - (i) 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:

- (i) 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
- (c) 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's** 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**.

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- 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 3.1, 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
- b) 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.

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- 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:

- i) requires the **Insured Permanently** to divest itself of all or part of its shareholding in the **Project** and/or **Foreign Enterprise**; and/or
- ii) 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
- iii) 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:

- (a) 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**; or
 - (ii) 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:

- (a) 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
- ii) 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 occurrence 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

(d) 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

- (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

- (a) 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 of this Insurance Policy

By the **Insured**:

The **Insured** may cancel this Insurance Policy or any of its individual coverages at any time by sending fifteen (15) days notice in writing to the Underwriter or by returning this Insurance Policy and stating when thereafter cancellation is to take effect. In the event of such cancellation Underwriter shall retain premium for the period that this Insurance Policy has been in force calculated in accordance with the short period rate table, provided there is no **Claim** under this Insurance Policy during the **Policy Period**.

Notice of cancellation will be mailed to the first named **Insured** at its address set forth in item 1 of the Schedule and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

In case of any **Claim** under this Insurance Policy no refund of premium shall be allowed.

By the Underwriter:

There shall be no cancellation of this Policy by the Underwriter.

Underwriter shall have no obligation to give notice that this Insurance Policy is due for renewal or renew this Insurance Policy upon expiration or cancellation.

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

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 Disputes and Arbitration

If any difference arises as to the amount to be paid under this Insurance Policy (liability being otherwise admitted) or the interpretation of a clause under this Insurance Policy (including the Schedule and Endorsements), such difference shall be referred to arbitration, in accordance with the [Indian] Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the Underwriter to make any payment under this Insurance Policy. Such arbitration panel shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the Underwriter, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

- (a) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared
- (b) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (c) It is clearly agreed and understood that no reference to arbitration can be made if the Underwriter has either not admitted or has disputed liability in respect of any **Claim** under or in respect of this Insurance Policy.
- (d) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

It is further expressly agreed and declared that if the Underwriter shall disclaim liability in respect of any **Claim** and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

8.7 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:

- (a) 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
- (c) to an arbitral tribunal (and any court) to enforce the terms of this Insurance Policy.

8.8 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**.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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**.

8.14 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.

8.15 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**.