

# **Tata AIG General Insurance Company Limited**

# POLITICAL RISK INSURANCE

# FOR SENIOR LENDERS

# (CONFISCATION, EXPROPRIATION, NATIONALIZATION)

# **SCHEDULE**

|  | Policy No.: |
|--|-------------|
| Item 1. Insured:                                     |             |
| Address:   |             |
|  |             |
|  |             |
| Item 2. Insured's Country:                           |             |
| Item 3. Foreign Enterprise:                          |             |
| Item 4. Host Country:                                |             |
| Item 5. Borrower:                                    |             |
| Item 6. Borrower's Country:                          |             |
| Item 7. Maximum Limit of Liability:                  |             |
| a) Sub-Limit of Liability for Insuring Agreement I:  |             |
| b) Sub-Limit of Liability for Insuring Agreement II: |             |
| Item 8. Policy Period: From: To                      |             |
| Item 9. Policy Currency:                             |             |
| Item 10. Premium:                                    |             |



| Item 11. Insured Percentage:  |
|---|
| a) For Insuring Agreement I:  |
| b) For Insuring Agreement II:   |
| Item 12. Waiting Period:  |
| a) For Insuring Agreement I:  |
| b) For Insuring Agreement II:   |
| Item 13. Loan Agreement(s):   |
|   |
| Item 14. Intermediary Detail:   |
| a) Intermediary Contact Detail:   |
| b) Intermediary Code:   |
| By acceptance of this policy, the Insured represents to the Company that the statements contained in the Proposal made a part hereof and the Schedule and any attachments thereto are the Insured's agreements and representations and that this policy is the entire agreement between the Insured and the Company or any of its agents relating to this insurance. At issuance, this policy includes Endorsement. |
| Date  Authorized Signatory  Tata AIG General Insurance Company Limited  |



# Tata AIG General Insurance Company Limited CONFISCATION, EXPROPRIATION, NATIONALIZATION INSURANCE PLUS CURRENCY INCONVERTIBILITY

| Policy No.: |  |
|-------------|--|
|-------------|--|

#### FOR SENIOR LENDERS

In consideration of the payment of the premium and in reliance upon statements made to the Company by the Insured and subject to the Schedule and Endorsements made a part hereof and the terms, conditions and limitations set forth herein, the Tata AIG General Insurance Company Limited (the "Company") agrees as follows:

#### **ARTICLE I. INSURING AGREEMENTS**

#### A. INSURING AGREEMENT I:

To indemnify the Insured for the Insured Percentage of the Insured's Loss caused solely and directly by an Expropriatory Act by or under the order of the Government of the Host Country in which the Foreign Enterprise is located.

#### **B. INSURING AGREEMENT II:**

To indemnify the Insured for the Insured Percentage of the Insured's Loss occurring during the Policy Period resulting solely and directly from a condition of Nontransfer commencing on the Date of Loss and remaining in effect continuously for the duration of the Waiting Period.



# **ARTICLE II. CAUSES OF LOSS**

### A. EXPROPRIATORY ACT

Expropriatory Act means an act occurring within the Policy Period not limited to expropriation but including also confiscation, nationalization, requisition and sequestration by law, order or administrative action of the Government of the Host Country which:

- a) prevents or restricts the operation of the Foreign Enterprise so as to cause a default of Scheduled Payment or part thereof, or
- b) expressly and permanently deprives the Foreign Enterprise of all or part of its assets which cause a default on a Scheduled Payment or part thereof, or
- c) following a commercial default, expressly and permanently deprives the Insured of its fundamental rights as a creditor, including rights against collateral security and/or commercial guaranties of repayment of a Scheduled Payment.

For the purpose of this article, a series of measures by the Government of the Host Country shall be regarded as one measure if their combined effect constitutes an Expropriatory Act.

#### **B. NONTRANSFER**

Nontransfer shall mean:

- a) any action by the Government of the Host Country that prevents the Insured, the Borrower, or the Foreign Enterprise, as the case may be, from directly or indirectly:
  - (i) converting local currency into Policy Currency in order to make a
    Scheduled Payment under the Loan Agreement, including the denial of
    such conversion in an exchange rate category at least as favorable as the
    category applicable to determine the Reference Rate of Exchange, and/or
  - (ii) transferring outside of the Host Country the amount of Policy Currency which constitutes a Scheduled Payment; or
- failure by the Government of the Host Country (or by entities authorized under the laws of the Host Country to operate in the foreign exchange markets) to effect such conversion and/or transfer the funds on behalf of the Borrower or the Foreign Enterprise;

**Tata AIG General Insurance Company Limited** 

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013 24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: <a href="mailto:customersupport@tata-aig.com">customersupport@tata-aig.com</a> Website: <a href="www.tataaiginsurance.com">www.tataaiginsurance.com</a> IRDA of India Registration No: 108

UIN NO - IRDAN108CP0009V01200102, Product Code: 6202 CIN: U85110MH2000PLC128425



## provided that in the cases of (a) and (b) above:

- (A) the Insured, the Borrower, or the Foreign Enterprise can at the beginning of the Policy Period lawfully and freely convert and transfer within the Host Country the local currency or the Policy Currency, as the case may be, that was intended as Scheduled Payment; and
- (B) The Insured, the Borrower, and/or the Foreign Enterprise is not successful for a period in excess of the waiting period which begins on the later of (i) the due date of the Scheduled Payment, or (ii) the date on which the Insured and/or the Foreign Enterprise first attempts to convert and/or transfer the local currency or Policy Currency, and has made all reasonable efforts to convert and/or transfer such currency in accordance with the laws, regulations and procedures of the Host Country, through all lawful mechanisms that the Insured, the Borrower, and/or the Foreign Enterprise could have reasonably utilized in the absence of this coverage; and
- (C) The local currency deposit was made on or within 30 days from the original due date of the Scheduled Payment.



# **ARTICLE III. DEFINITIONS**

- **A. BORROWER** means the beneficiary of funds per the Loan Agreement and is the entity stated in Item 5. of the Schedule.
- **B. CIVIL WAR** means a hostile contention by means of armed forces carried on between opposing citizens or subjects of the Host Country.

#### C. DATE OF LOSS

For Insuring Agreement I, Date of Loss means the due date of the interrupted Scheduled Payment during the Policy Period which interruption is due solely to the occurrence of an Expropriatory Act.

For Insuring Agreement II, Date of Loss means the date during the Policy Period which is the later of the due date of the interrupted Scheduled Payment or the first attempt to transfer the funds.

- **D. FOREIGN ENTERPRISE** means the entity stated in Item 3. of the Schedule.
- **E. GOVERNMENT OF THE HOST COUNTRY** means the present or any succeeding governing authority (without regard to the method of its succession or to whether it is recognized by the government of the Insured's Country or to whether it is formally described as governmental) or authorized agents thereof, in effective control of all or part of the Host Country or of any political or territorial sub-division thereof.
- **F. INSURED PERCENTAGE** means the percentage, stated in Item 11. of the Schedule, of the amount of each and every Loss which is to be insured under this policy
- **G. INVESTMENT** means the Insured's financial interest in the Foreign Enterprise.
- **H. LOAN AGREEMENT** means the contract stated in Item 13. of the Schedule and on file with the Company, including any underlying promissory notes, related agreements and documents.



# I. LOSS

**FOR INSURING AGREEMENT I,** Loss means, as of the Date of Loss, the lesser of:

- a) the amount of the Scheduled Payment that is in default; or
- b) the realizable value, prior to the occurrence of the Expropriatory Act that caused the Loss, of the collateral security or commercial guaranties of repayment of which the Insured has been deprived; or
- c) the Sub-Limit of Liability for Insuring Agreement I.

**FOR INSURING AGREEMENT II,** Loss means, as of the Date of Loss, the lesser of:

- a) the Policy Currency equivalent of the local currency constituting a Scheduled Payment that could not be converted at the Reference Rate of Exchange, and/or the amount of Policy Currency constituting a Scheduled Payment(s) that could not be transferred; or
- b) the Policy Currency equivalent of the local currency constituting a Scheduled Payment and/or the amount in Policy Currency constituting a Scheduled Payment of which the Insured or the Foreign Enterprise has been deprived; or
- c) the Sub-Limit of Liability for Insuring Agreement II.
- **J. MAXIMUM LIMIT OF LIABILITY** means the amount stated in Item 7. of the Schedule. Under no circumstances shall the Company be liable in the aggregate under this policy for more than the amount of the Maximum Limit of Liability.

# **K. POLICY CURRENCY** means the currency in which:

- (1) the Premium is payable;
- (2) any Loss is payable;
- (3) the Limit of Liability is stated; and
- (4) the Scheduled Payment is denominated.



**L. POLICY PERIOD** means the period stated in Item 8. of the Schedule during which a Loss occurs.

- **M. REFERENCE RATE OF EXCHANGE** means the official exchange rate applicable to the type of remittance involved. If, however,
- 1. United States dollars were not generally available at the applicable official exchange rate; and
- 2. exchanges of local currency for United States dollars were effected through another customary legal channel for transactions of the type contemplated in the loan agreement,

then the exchange rate shall be the effective rate obtained through that channel. In either case, the exchange rate shall be net of all deductions for governmentally imposed charges, such as taxes and commissions.

- **N. SCHEDULED PAYMENT** means the principal and earned interest (not including past due or penalty interest) due on the original repayment dates in accordance with the terms of the Loan Agreement on file with the Company.
  - **0. WAITING PERIOD** means the period stated in Item 12. of the Schedule. The waiting period for Insuring Agreement II shall commence on the later of the date of the first attempt to transfer the Scheduled Payment(s) or the Scheduled Payment date.
- **P. WAR** means declared or undeclared international hostile action taken by sovereign, international armed forces.



### **ARTICLE IV. EXCLUSIONS**

The Company shall not be liable for Loss caused by or resulting from:

A. loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

- (i) ionizing radiation 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.

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

B. material breach or inaccuracy of any representation, condition, warranty or covenant made herein by the Insured or wrongful, dishonest or criminal acts or omissions of the Insured or, to the extent within the Insured's control, the Borrower or the Foreign Enterprise;

C. insolvency, bankruptcy or financial default of any party or person whatsoever, except the official exchange control authority of the Host Country;

D. currency fluctuation or devaluation;

E. loss arising from the failure of the Borrower or the Foreign Enterprise to comply with the laws and/or regulations of the Host Country, including pre-existing and new environmental or public health or worker safety laws and regulations, including but not limited to, the actual or threatened release, discharge, escape or dispersal of environmental contaminants or pollutants, whether direct or indirect, proximate or remote;

F. destruction or physical damage directly or indirectly occasioned by, happening through or in consequence of War, invasion, acts of foreign enemies, hostilities (whether War be declared or not), Civil War;



G. war (whether before or after the outbreak of hostilities) between any of the following five powers: The People's Republic of China, France, United Kingdom, the Russian Federation, and the United States of America;

H. pre-existing restrictions on transfer such that the Borrower, the Foreign Enterprise, and/or Insured would have been unable to legally transfer a similar distribution in comparable circumstances as of the commencement of the Policy Period or as of the date of any subsequent extension or renewal; restrictions on usage of the funds within the Host Country; or material failure by the Borrower and/or the Foreign Enterprise to perform any reasonable legal requirement necessary to convert and transfer the funds from the Host Country within thirty (30) days of the earliest date that the funds were available for transfer;

- I. the cancellation, lapse or suspension of any commercial contract, lease, license or order; or a reduction of market for the Insured's business;
- J. noncompliance by any party with the terms of any contractual obligation(s) entered into by the Foreign Enterprise or Borrower with a public entity of the Host Country;
- K. breach by the Government of the Host Country of a contractual obligation to the Insured, Foreign Enterprise, and/or Borrower shall not in and of itself constitute an Expropriatory Act;
- L. situations where the preponderant cause of Loss is unreasonable action attributable to the Insured, the Borrower, or the Foreign Enterprise, including corrupt practices.



### **ARTICLE V. WARRANTIES AND COVENANTS**

The Insured warrants and agrees:

A. that it has no knowledge at the inception of the Policy Period of any circumstance which could give rise to a Loss hereunder and that all information provided to the Company by the Insured and, to the extent within the Insured's control, the Borrower and the Foreign Enterprise is true and correct and that no material information has been withheld;

B. that it will do and will concur in doing all reasonable steps to avoid or minimize Loss. The Insured shall cooperate fully with the Company in the investigation of any claim, the resolution of any potential claim situation and the pursuit of any claim salvage. Such cooperation shall include disclosure of records and documents and the making available of witnesses. The Insured shall not enter into any agreement concerning a Loss or potential Loss without the Company's prior written consent. Prior to any claim payment, the Insured will pursue all reasonable diplomatic, legal, administrative, judicial and informal means which may be reasonably available for the minimization or recovery of any Loss. With respect to Insuring Agreement II, this shall include but not be limited to the Insured taking all reasonable steps to effect transfer of the funds through any legal means. In addition, the Insured will make all reasonable efforts to ensure that the Foreign Enterprise and/or Borrower fully cooperate in efforts to minimize Loss;

C. that it, or the Foreign Enterprise and/or the Borrower where applicable, has or will have obtained valid licenses as required and will make all applications as required by law to extend, renew or modify such licenses to comply with any new licensing requirement promulgated during the Policy Period, and that it has complied and will continue to comply in all material ways with the law of the Host Country and the Insured's Country, it being understood that as between the law of the Host Country and the law of the Insured's Country, the law of the Insured's Country will prevail in the event of a conflict of law for the purposes of this paragraph.

D. that as of the commencement of the Policy Period and as of the date of any subsequent extension or renewal, the Insured is not aware of and has no reason to be aware of any significant delays in the types of currency transfers which are the subject of this policy or any restriction imposed under the laws, regulations, orders or decrees of the Host Country or under

**Tata AIG General Insurance Company Limited** 

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any voluntary agreement which would impair or significantly delay such transfers except as specifically disclosed in the proposal;

E. that it will not disclose the terms of this policy to any third party without the Company's prior consent except in confidence to the broker, bank and professional advisors of the Insured, the Borrower, and/or the Foreign Enterprise; and will make all reasonable efforts to ensure that the Foreign Enterprise and Borrower do not disclose the terms of the policy;

F. that all written statements submitted to the Company to obtain this policy are true and correct and that no material information has been withheld;

G. to preserve all legal, judicial, and administrative remedies applicable to any claim and to furnish reasonable assistance in maintaining any rights or property transferred to the Company;

H. to remain at risk for any Loss resulting from the perils covered to the extent not insured by this policy;

I. to notify the Company promptly, and in no event after more than thirty (30) days, of any occurrence which could give rise to a claim;

J. that at policy inception full and adequate property and/or builders risk insurance is in force covering the physical assets which are the property of the Borrower or the Foreign Enterprise. The Insured will make every reasonable effort to maintain the validity of such coverage at all times during the Policy Period;

K. to obtain prior written consent of the Company before making any significant modifications to the Loan Agreement and make every reasonable effort to maintain the validity of the Loan Agreement.



# **ARTICLE VI. PROOF AND PAYMENT OF LOSS**

Payment of Loss shall be made after the Waiting Period specified in Item 12. of the Schedule has elapsed, on the condition that:

- A. A satisfactory written proof of Loss has been submitted to the Company; and
- B. The Insured has submitted a written proof of Loss acceptable to the Company within:
  - (i) twelve (12) months after the Date of Loss; or
- (ii) in the event of a demand by the Company for submission of such proof of Loss, the Insured shall file such proof of Loss with the Company within 30 days thereafter; and
- C. The Loss was caused by a cause of Loss insured hereunder.

The responsibility for proving a Loss under this policy shall at all times rest with the Insured.



# **ARTICLE VII. GENERAL CONDITIONS**

# **A. Accounting Principles**

All financial statements and accounts 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 audited financial statements.

#### **B.** Arbitration

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

# C. Assignment

This policy is assignable only with the prior written consent of the Company. No assignment by the Insured of any right, title or interest to any amount payable under this policy shall be valid and binding upon the Company unless the Insured notifies the Company thereof and the Company endorses the policy in the manner provided for in Section E. of this Article. The

#### **Tata AIG General Insurance Company Limited**

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Website: <a href="mailto:www.tataaiginsurance.com">www.tataaiginsurance.com</a> IRDA of India Registration No: 108



Insured shall not, without the Company's prior written consent, assign, transfer or encumber any right, claim, security, or other interest related to the Loan Agreement.

#### D. Cancellation

- 1) No cancellation of this policy is permitted by the Insured, except as provided below.
- 2) No cancellation of this policy is permitted by the Company except in the event of non-payment of premium.
- 3) In the event of cancellation as per paragraph (2) above, the policy may at the sole discretion of the Company be canceled in the manner provided by Section N. of this Article by mailing written notice, stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period.



- 4) In the event that any portion of the obligations of the Insured pursuant to the Loan Agreement is (I) refinanced and insurance is not sought on the refinancing or (ii) accelerated for reasons other than default and payment is made in accordance with the accelerated schedule, the Company will charge a termination fee of one percent (1%) of the cancelled amount.
- 5) If the Borrower voluntarily prepays any portion of the Loan, the Company will charge a one percent (1%) termination fee on the prepaid amount.
- 6) If the obligations of the Borrower pursuant to the Loan Agreement are accelerated for reasons of default and payments are made in accordance with the accelerated schedule, no termination fee shall be charged.

#### E. Changes

Notices to any representative of the Company or knowledge possessed by any representative or by any person shall neither effect a waiver or a change in any part of this policy nor stop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, unless agreed to by a written endorsement issued to form a part of this policy and signed by an authorized agent or representative of the Company.

#### F. Choice of Law and Forum

The construction, validity and performance of this policy shall be governed by the laws of India.

#### G. Compliance by Insured

Failure by the Insured to comply with any term or condition of this policy shall not be deemed to have been excused or accepted by the Company unless the same is specifically so excused or accepted by the Company in writing.

# **H. Conformity to Statutes**

Terms of this policy which are in conflict with the statutes of the jurisdiction wherein this policy is issued are hereby amended to conform to such statutes.



#### I. Consecutive Defaults

If the Company agrees to pay compensation for a default, the Company shall be liable for subsequent consecutive defaults unless the Company proves the latter defaults were not caused by an event within the scope of the same Insuring Agreement. If the Company agrees to compensate for a default and the Insured receives a subsequent Scheduled Payment, the Insured must demonstrate that any defaults thereafter are caused by an event within the scope of coverage provided under this policy. In the event of consecutive defaults under Insuring Agreements I where the Company accepts liability, no waiting period will be applicable.

#### J. Schedule

The Schedule and the proposal are an integral part of this policy. For purposes of this policy, the terms defined in the Schedule shall have the meanings set forth therein.

### K. False or Fraudulent Statement, Reports or Claims, Concealment

If the Insured makes any statement, report or claim, knowing it to be false or fraudulent, or if the Insured knowingly conceals any material fact, this policy shall become void and all claims hereunder shall be forfeited.

#### L. Insured's Records and Reporting Requirements

Upon reasonable notice, the Company may at any time examine or copy any letter, account or other documentation in the possession or control of the Insured relating to or connected with this policy. The Insured shall, at the request of the Company, take all reasonable steps to obtain for the Company any and all of the aforesaid information in the possession of any third party relating to or connected with this policy.

On an annual basis the Insured will obtain from the Borrower and the Foreign Enterprise copies of their annual audited financial statements and will forward the statements to the Company, within one hundred and twenty (120) days of the close of the companies' fiscal years. Within the same timeframe the Insured also will submit to the Company a statement of compliance with the terms of the Loan Agreement. In the event of non-compliance, all exceptions and proposed remedies shall be noted.

### M. Limitation Period for Action Against the Company



No action arising out of this policy may be brought against the Company unless such action is commenced within twenty-four (24) months following the Date of Loss.

#### N. Notices

All notices of Loss, claims, applications, demands and requests provided for in this policy shall be in writing and given to or made upon the Insured or the Company at the mailing address stated for each in the Schedule of this policy.

#### 0. Other Insurance

The insurance provided under this policy shall be excess over any other valid bond, or other indemnity or insurance, including any property and/or builder's risk insurance as stated in Article V, Section J.

#### P. Recoveries

After payment of any Loss hereunder, any sums which are recovered from any source, after reimbursement of the Company's expenses of recovery, shall be shared between the Company and the Insured pro rata based on the Insured Percentage and the uninsured percentage.

#### Q. Subrogation

As a condition to any claim payment, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

In connection with a claim under Insuring Agreement II promptly upon receipt of instructions from the Company, the Insured shall deliver to the company either the local currency by draft subject to collection (or, at the Company's option, in cash) or if the Insured is unable legally to deliver the local currency or if the company so requests, an assignment of the Insured's rights in the scheduled payment (or part thereof) in default. If the Insured receives or has the right to



receive any local currency representing a payment of interest on a scheduled payment or part thereof in default, such additional local currency or right shall also be delivered to the Company.

If (a) local currency is not tendered to the Company and (b) the Insured assigns its rights with respect to the scheduled payment or part thereof which is the subject of a claim under Insuring Agreement I if the Company chooses, the Company may require the Insured to transfer to the Company a beneficial interest in such rights.

Within ten days after the Company notifies the Insured of the amount of compensation the Company will pay under Insuring Agreement II and concurrent with payment, the Insured shall transfer to the Company its interest in the insured portion of the debt securities in respect of which compensation) is to be paid. The Insured shall transfer such interest in the debt securities free and clear of, and shall agree to indemnify the Company against, claims, defenses, counterclaims, rights of setoff and other encumbrances (except those defenses relating to the expropriation.) In addition, the Insured shall assign to the Company the insured portion of any contractual right, property (other than money) or other security interest which the Insured acquired in connection with the debt securities in respect to which compensation is paid and which may be available to secure payment of the debt securities. In lieu of the above assignments, the Company may require the Insured to transfer to the Company a beneficial interest in such securities and related rights.

## R. Termination of Waiting Period

Notwithstanding any other provision of this policy, if an event of Loss occurs, the Company may terminate the Waiting Period and demand a claim filing and an assignment and subrogation, in accordance with Article VII, Section N. within ten (10) working days as a pre-condition to any claim payment;

#### S. Uninsured Loans by the Insured

If the Insured or any of its subsidiaries or affiliates makes or guarantees loans (other than loans denominated and payable in local currency, trade credits or loans made by relending funds on deposit with the Central Bank of the Host Country in connection with rescheduling its external debt obligations) to the Borrower and/or the Foreign Enterprise and does not insure them with the Company or any other insurer, and subsequent to a default the Foreign Enterprise pays a greater percentage on such uninsured obligations than it does on the Scheduled Payment(s), the Company may adjust its compensation (or may subsequently require such adjustment) so that such percentages are equal.

#### **U.** Renewal

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be



valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Authorized Signatory.

# **Authorized Signatory**

**Tata AIG General Insurance Company Limited** 

| Insured: |
|----------|
|          |

Policy No.:

#### **ENDORSEMENT NO. 1**



| This endorsem | ent, effective  | , forms a part of Policy No   |
|---------------|---|---|
| issued to     |   | by Tata AIG General Insurance Company Limited.                                    |
|               | •   | t is hereby understood and agreed that Item 13., Loan d to include the following: |
|               | LOAN AG   | REEMENT ENDORSEMENT   |
| Item 13       | Loan given by   | to  |
|               | Description to be pr                                  | ovided  |
|               | n contained shall be held of this policy except as he | to vary, alter, waive, or change any of the terms, limits, reinabove set forth.   |
| Date          |   | Authorized Signatory  Tata AIG General Insurance Company Limited                  |

# **Customer Grievance Redressal Procedure**



The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at <a href="mailto:customersupport@tataaig.com">customersupport@tataaig.com</a>.

#### **Nodal Officer**

Please visit **our** website at <u>www.tataaiginsurance.in</u> to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

#### **Escalation Level 1**

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to <u>manager.customersupport@tataaig.com.</u> After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

#### **Escalation Level 2**

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at <a href="head.customerservices@tataaig.com">head.customerservices@tataaig.com</a>. After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.



| Office Details  | Jurisdiction of Office<br>Union Territory,District) |
|---|---|
| AHMEDABAD - Shri/Smt                                  | Gujarat,  |
| Office of the Insurance Ombudsman,                    | Dadra & Nagar Haveli,                               |
| Jeevan Prakash Building, 6th floor,                   | Daman and Diu.                                      |
| Tilak Marg, Relief Road,                              |   |
| Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06 |   |
| Email: bimalokpal.ahmedabad@ecoi.co.in                |   |
| Еппан. <u>Бинаюкранантечарач @ecol.co.ш</u>           |   |
| BENGALURU - Shri/Smt                                  | Karnataka.  |
| 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@ecoi.co.in                |   |
| BHOPAL - Shri/Smt                                     | Madhya Pradesh                                      |
| Office of the Insurance Ombudsman,                    | Chattisgarh.  |
| Janak Vihar Complex, 2nd Floor,                       |   |
| 6, Malviya Nagar, Opp. Airtel Office,                 |   |
| Near New Market,                                      |   |
| Bhopal – 462 003.                                     |   |
| Tel.: 0755 - 2769201 / 2769202                        |   |
| Fax: 0755 - 2769203                                   |   |
| Email: bimalokpal.bhopal@ecoi.co.in                   |   |
| BHUBANESHWAR - Shri/Smt                               | Orissa.   |
| Office of the Insurance Ombudsman,                    |   |
| 62, Forest park,                                      |   |
| Bhubneshwar – 751 009.                                |   |
| Tel.: 0674 - 2596461 /2596455                         |   |
| Fax: 0674 - 2596429                                   |   |
| Email: bimalokpal.bhubaneswar@ecoi.co.in              |   |
|   |   |



CHANDIGARH -Punjab, Office of the Insurance Ombudsman, Haryana, S.C.O. No. 101, 102 & 103, 2nd Floor, Himachal Pradesh, Batra Building, Sector 17 – D, Jammu & Kashmir, Chandigarh - 160 017. Chandigarh. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in CHENNAI - Shri/Smt...... Tamil Nadu, Pondicherry Town and Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Karaikal (which are part of Pondicherry). Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in DELHI - Shri/Smt...... Delhi. Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in GUWAHATI - Shri/Smt...... Assam, Office of the Insurance Ombudsman, Meghalaya, Manipur, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Mizoram, Guwahati - 781001(ASSAM). Arunachal Pradesh, Tel.: 0361 - 2132204 / 2132205 Nagaland and Tripura. Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in HYDERABAD - Shri/Smt...... Andhra Pradesh, Telangana, Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Yanam and Lane Opp. Saleem Function Palace, part of Territory of Pondicherry. A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599



| Email: bimalokpal.hyderabad@ecoi.co.in  |   |
|---|---|
| JAIPUR - Shri/Smt Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in   | Rajasthan.  |
| ERNAKULAM - Shri/Smt Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in  | Kerala,<br>Lakshadweep,<br>Mahe-a part of Pondicherry.  |
| KOLKATA - Shri/Smt Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in                | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands.   |
| LUCKNOW -Shri/Smt Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.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 - Shri/Smt Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in                       | Goa,<br>Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane.   |
| NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| PATNA - Shri/Smt Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in  | Bihar,<br>Jharkhand.   |
| PUNE - Shri/Smt 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.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in                              | Maharashtra,<br>Area of Navi Mumbai and Thane<br>excluding Mumbai Metropolitan Region.   |

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.



Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates

- 1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
- 2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

"Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited".