

**Marine Kidnap and Ransom Insurance
Policy Wording**

GENERAL TERMS AND CONDITIONS OF INSURANCE

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1. Subject matter of Insurance

WHEREAS the Insured named in the Schedule hereto has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity in accordance with the manner prescribed under Section 64VB of the Insurance Act, 1938.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions and conditions contained herein or endorsed hereon we, HDFC ERGO General Insurance Company Limited (“the Company”), hereby agree, in consideration of payment to us by or on behalf of the Insured of the premium as agreed, to insure against loss, damage or expense to the extent and in the manner as shown in the Schedule and attached thereto.

1.1 Insurance Cover

The Insurer shall indemnify the Policy Holder in accordance with the terms and conditions of this contract for such Insured Losses that are the direct result of an Insured Event initially occurring during the Policy Period.

1.2 Preventive Crisis Consultation

The Crisis Consultant will prepare a Crisis Management Plan, in consultation with the Policy Holder and the Insurer, for the prevention of and response to Insured Events and will review and, if necessary, revise the Crisis Management Plan on an annual basis. The Insurer can require adjustments to the Crisis Management Plan during a Period of Insurance if deemed necessary

1.3 Insured Events

Insured Events are:

- a) Hijacking
- b) Kidnap
- c) Extortion
- d) False imprisonment

1.4 Insured Persons

Insured persons are:

- a) The captain, officers and crew of Insured Vessel(s) and any pilot, supernumeraries, supercargoes, riding gangs and any persons legally aboard such Insured Vessel(s) with the permission of the Policy Holder and/or the vessel’s master.
Excluded are any military staff or armed or unarmed guards and any other personnel of private security companies
- b) Any board member, owner or employee of an Insured Company as well as their
 - first- and second-degree relatives;
 - spouses; life partners, including same-sex life partners; step children; foster children; adopted children and their spouses or life partners;
 - parents-in-law and step parents, sons- and daughters-in-law;

- domestic staff;
 - invitees or licensees of the Insured Persons, or customers of the Insured Company who, at the moment an Insured Event occurs, are in the company of Insured Persons regardless of whether the Insured Event occurred in direct relation to their professional activity exercised for the Insured Company.
- c) Any person who is directly involved in the handling or negotiating of an Insured Event on behalf of an Insured Party ;
- d) Additional persons, if any, identified in the Certificate

2. Insured Losses

The Insurer agrees to indemnify the Policy Holder up to the limits of liability shown in the Certificate in respect of the following Insured Losses sustained exclusively and directly as the result of an Insured Event which initially occurred during the Period of Insurance:

2.1 Ransom and Extortion Payments

- a) Ransom money or extortion payments made
Ransom or extortion payments which were handed over by the Insured Party in person or on their behalf in order to fulfil the demands made within the scope of a Hijacking, Kidnap or Extortion, insofar as the ransom and extortion payment was previously coordinated with and approved by the Crisis Consultant. Demands for physical assets or services shall be considered equivalent to ransom payments and shall be reimbursed at their monetary value at the moment of handing over.
- b) Loss of ransom or extortion payments
Ransom or extortion payments that are lost during a transport which is carried out in line with instructions issued by the pirates/abductors, provided that such transport was carried out by a person designated to transport the funds in accordance with directions given by the Crisis Consultant. Such coverage exists as from the moment of the funds being collected at their source until the moment when the ransom or extortion payment is in the physical possession of the pirates/abductors.

2.2 Cost of Crisis Consultant

- a) Necessary and reasonable fees and expenses of the Crisis Consultant;
- b) Necessary and reasonable fees for and expenses of a negotiator appointed by the Insured Party with the prior approval of the Crisis Consultant;
- c) Necessary and reasonable fees and expenses of a public relations consultant appointed by the Insured Party with the prior approval of the Crisis Consultant;

2.3 Miscellaneous Costs

Such of the following costs incurred by the Policy Holder as have been necessarily and reasonably incurred exclusively and directly as a result of an Insured Event of which an Insured Party is a victim:

- a) Fees and expenses of an interpreter;
- b) Travel, accommodation and subsistence expenses for Insured Parties or a substitute hostage;

- c) Medical and hospital expenses of an Insured Person who is a victim of an Insured Event. This also includes the cost of any required cosmetic and plastic surgery needed to correct the permanent disfigurement of such an Insured Person.
- d) The cost of cures and rehabilitation including the cost of travel, accommodation and subsistence of an Insured Person who is a victim of an Insured Event.
- e) Expenses for forensic examinations commissioned by the Insured Party after consultation with and with the approval of the Crisis Consultant;
- f) A reward offered with the prior approval of the Crisis Consultant plus the costs associated with offering such reward if the reward is paid by the Policy Holder to an informant for information related to an Insured Event;
- g) Expenses for personal security measures incurred after consultation with and with the approval of the Crisis Consultant, including additional security personnel engaged to temporarily provide protection for Insured Persons, where so approved.
- h) The cost of technical equipment and advertisements incurred for the purpose of achieving the release of an Insured Person.
- i) Fees and expenses of independent experts and legal advisers retained with the prior approval of the Crisis Consultant.
- j) The cost, paid for by the Policy Holder, of fuel oil consumed in attempted evasion of an Insured Event, during the Insured Event and in the direct return to the originally specified route, but only as far as these costs are not included in the daily rate scheduled as basis for the calculation of the limit for coverage in respect of Loss of Hire.
- k) The essential cost of harbour fees/demurrage for ports called on during or directly after the conclusion of the Insured Event paid by the Policy Holder. This applies for a maximum period of 21 consecutive days following the conclusion of the Insured Event. The Insurer's maximum liability under this paragraph is USD 500,000.00 per insured event and in the aggregate.

2.4 Miscellaneous Financial Losses

- a) Personal financial loss of an Insured Person incurred exclusively and directly as a result of the Insured Person not being physically able to handle personal financial matters for the duration of the Hijacking, Kidnapping or False Imprisonment.
- b) The gross salary of an Insured Person who is the victim of a Hijacking, Kidnapping, Extortion or False Imprisonment, subject to the following provisions:
 - i. Up to 100% reimbursement of the contractually agreed gross salary or remuneration/benefits of an Insured Person including any bonuses, commissions, cost-of-living allowances as well as pension and social insurance contributions contractually due to the Insured Person from the Insured Company pursuant to terms agreed in writing prior to the occurrence of the Insured Event, payable to the Policy Holder if the Insured Company employer continued to pay these to or on behalf of the Insured Person for the duration of the Hijacking , Kidnapping, Extortion or False Imprisonment;

- ii. Any additional costs incurred by an Insured Company as an employer for newly contracted employees who assume or continue with the responsibilities of the Insured Person for the duration of the Hijacking , Kidnapping, or False Imprisonment;
- iii. The gross salaries and remuneration/benefits will be reimbursed until the earliest to occur of the following events:
 - The expiry of 45 days following release of the Insured Person
 - The death of the Insured Person
 - The expiry of 120 days following the last receipt by the Insurer or the Crisis Consultant of a credible indication that the Insured Person is still alive.
 - The expiry of 72 months, calculated from the moment of occurrence of the Insured Event
- c) The gross salary of a substitute hostage/substitute person for an Insured Person who is the victim of a Hijacking, Kidnapping or False Imprisonment, including additional expenses and allowances, commissions and bonuses for the duration of the exchange with the Insured Person, limited to an amount calculated on the same basis as the salary to which the Insured Person was contractually entitled at the time the Insured Event occurred.
- d) The gross salary of an Insured Person who interrupts his professional activity in order to assist in negotiating to avoid or reduce an attempted extortion or the release of the victim of a Hijacking, Kidnapping or False Imprisonment, including additional expenses and allowances, commissions and bonuses, provided that the Policy Holder agreed to incur these costs with the prior approval of the Insurer.
- e) Customary interest accrued for loans which the Policy Holder has to take out in order to advance insured ransom money, not including any interest incurred as a result of failure to repay the loan by the 7th day following receipt of the indemnity payment by the Policy Holder.

2.5 Liability Claims

The Insurer will pay, up to the Limit of Liability stated in the Certificate, and with respect to any legal proceedings brought against The Policy Holder by an Insured Person directly as a result of an Insured Event, occurring during the Period of Insurance:

- a) those sums that the Policy Holder becomes legally obligated to pay as damages as a result of a judgement or settlement of such legal proceedings;
- b) all reasonable and customary expenses incurred by the Policy Holder in defence of such legal proceedings;

- c) all costs which the Policy Holder becomes legally obligated to pay in such legal proceedings;

PROVIDED that the Policy Holder shall neither admit any liability for nor settle any claim, nor incur any costs or expenses without the Insurer's prior written approval and shall co-operate fully with the Insurer in all things connected with the legal proceedings.

The Insurer shall have the right to defend any such legal proceedings against the Policy Holder and may make whatever investigation and settlement of any legal proceedings which the Insurer deems expedient and the law allows.

2.6 Bodily Injury

Personal bodily injuries resulting in an Insured Person suffering permanent physical or mental impairment in performance (disability) exclusively and directly as a result of Kidnapping, Extortion, Hijacking or False Imprisonment. The disability must occur within one year of the Insured Event and be confirmed in writing by an independent qualified doctor and asserted within fifteen months of the Insured Event.

The Insurer shall pay the disability benefit in the form of a capital sum. The benefit for personal injuries is limited per Insured Person and per loss to the amount specified in the Certificate.

Benefits per Insured Person:

Death	100%
Loss of Limb	100%
Loss of Sight – one eye	50%
Loss of Sight – two eyes	100%
Permanent Total Disablement	100%
Loss of Extremity	25%

If several body parts or sensory organs are impaired as a result of the personal injury that occurred, the degrees of disability determined shall be added together. The maximum liability in such case shall be 100% of the sublimit for personal injuries specified in the Certificate.

To a reasonable extent, the insurer is entitled to demand at its own expense a medical examination of the person whose injury forms the basis of the claim. In a death claim, the insurer shall also have the right to request that an autopsy be carried out, provided this is legally permissible.

3. Period of Insurance

3.1 Start of Insurance Cover

The Policy Period will commence on the Commencement Date stated in the Certificate provided that the premium due on commencement is paid before the Commencement Date.

3.2 Duration of Insurance Cover

This Policy covers Insured Events occurring in the Policy Period stated in the Certificate of insurance.

3.3 Series of Insured Events

If more than one Insured Events are carried out in furtherance one of another or are otherwise related, they will be deemed to be a single Insured Event and as having occurred at the moment when the first Insured Event occurred.

If one or more events which would otherwise meet the description of an Insured Event are carried out in furtherance of or related to an event or events which occurred prior to the start of the insurance cover, none of these events is covered under the insurance.

3.4 Fleet acquisition

The Policy Holder must promptly notify the Insurer of any acquisition regarding his fleet. The Insurer may recalculate the risk and this insurance cover on the basis of the aforementioned acquisition.

3.5 Merger and Take-over of Policy Holder

If the Policy Holder becomes part of another organization following a merger, take-over or similar transaction or if another organization or other third party acquires a controlling influence over the Policy Holder, the insurance cover shall end unless the Insurer, having received full disclosure of the new structure, otherwise agrees in writing.

3.6 New Subsidiaries

If subsidiaries are newly acquired or established during the period of insurance then such subsidiaries will be provisionally covered pursuant to the terms and conditions of this contract for a period of 2 months or until the expiry of the Policy Period, if earlier, following the legal effectiveness of such acquisition or formation provided that the Policy Holder enters into an agreement in writing with the Insurer to extend the coverage to the subsidiary within that two month period.

The Policy Holder must promptly notify the Insurer of the acquisition or the formation.

If the Policy Holder does not enter into an agreement with the Insurer to extend the coverage within two months of the legal validity of the acquisition/formation, the provisional coverage of the subsidiary will be void from inception and the Insurer will have no liability in respect of any claims of the subsidiary.

4. Exclusions

In no case shall this insurance cover claims, losses, costs and expenses directly or indirectly caused by, arising from or attributable to:

4.1 Offences

an act or omission by or on behalf of an Insured Party or representative authorized by the Insured Party which, pursuant to the laws of the Government of India or the legal system of the country in which such act/omission was committed or has an effect, constitute a criminal offence.

4.2 False imprisonment

Any alleged action on the part of an Insured Party that

- a) constitutes a criminal offence under the laws of a member state of the European Union or
- b) constitutes a criminal offence in the country where the Policy Holder's head office is located or
- c) constitutes a criminal offence in the country of which the Insured Party is a citizen or in which they are domiciled

unless the accusation made against the Policy Holder or insured person is false, fraudulent or malicious, and has been made solely for the purpose of exerting a political, propagandistic or intimidating effect on Insured Parties.

4.3 Immigration and other permit violations

Failure of an Insured Party to properly procure or maintain immigration, work, residence, business or similar visas, permits or other documentation

4.4 Contestation and Rescission

- a) misrepresentation or deception entitling the Insurer to contest this Policy (unless waived pursuant to Item 7.3 of this Policy).
- b) facts or circumstances which should have been disclosed to the Insurer pursuant to the duty of disclosure and which would justify the right of rescission
- c) For cancellation of the policy at the option of the Insurer for reasons other than (a) and (b) the premium would be refunded on pro-rata basis from the date of cancellation to the expiry date of the policy

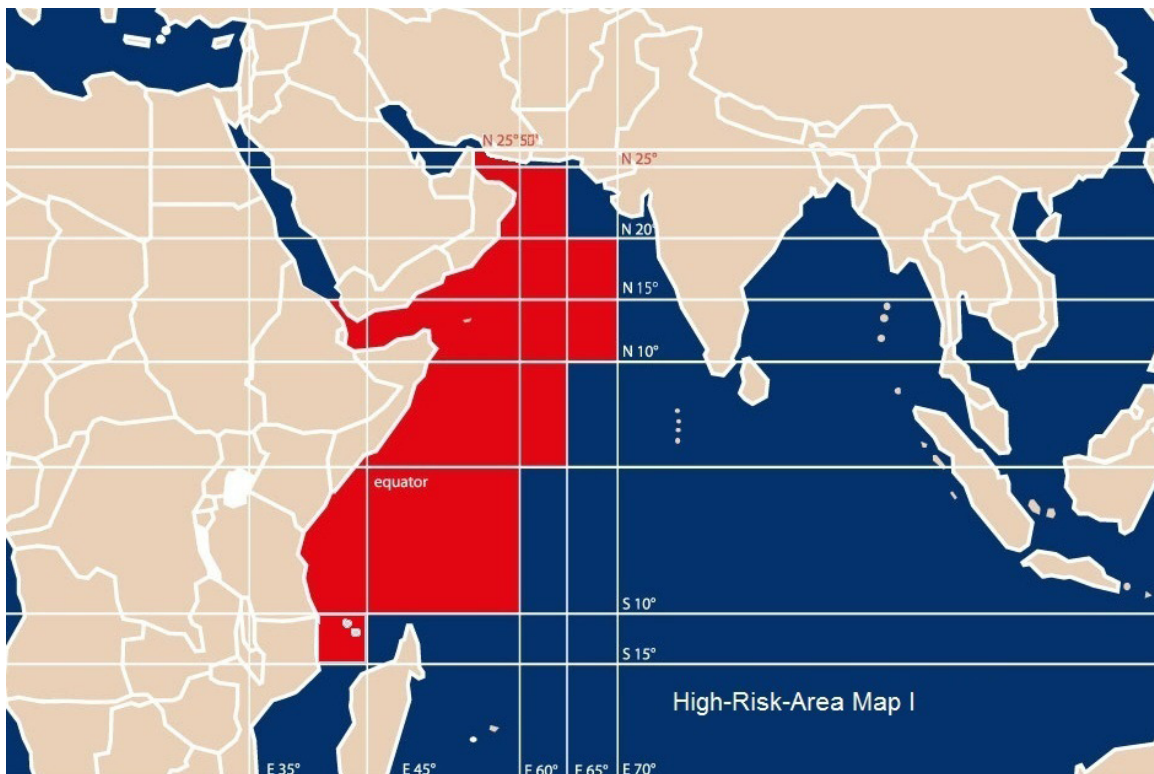
4.5 Face to Face Encounter

the loss or surrender of a ransom in any face to face encounter, unless surrendered by a person who is in possession of such ransom at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom demand.

4.6 Sea Territories

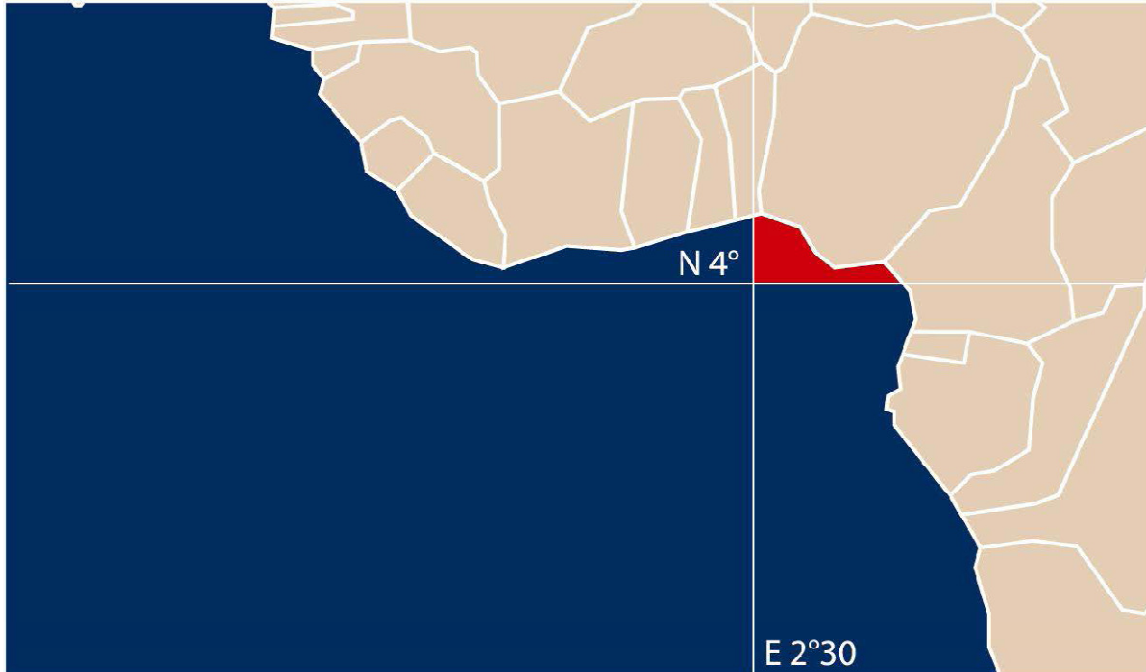
a loss or event occurring in a sea territory marked on the High-Risk-Area Map I or II (latest version at the beginning of the period of insurance) unless included and properly notified and implemented as a Transit in accordance with clauses 5.2 and 5.3.

High-Risk-Area Map I





High-Risk-Area Map II



5. Obligations of Insured Party

5.1 Secrecy, Code of Conduct in the Event of Crisis

- a) The Policy Holder shall maintain secrecy regarding the existence of the insurance cover and shall make all reasonable efforts to avoid the existence of this insurance policy becoming known.
- b) It is not considered a breach of this obligation of secrecy if the Policy Holder informs a maximum of three confidants of the existence of this insurance contract and the Policy Holder obliges them to maintain secrecy.
- c) The Crisis Management Plan will involve informing a small group of employees in order for such group to be able to take action in the event of a crisis. All employees who have been informed about the insurance protection must be bound to secrecy.

5.2 Obligation to Report a Transit

Prior to the departure from its last port of sailing before entering a High-Risk-Area and at least 48 hours before crossing a High-Risk-Area the Policy Holder shall report in writing to the Insurer its intended Transit including:

- a) Name of the Vessel and IMO Number
- b) ETD / ETA of the declared transit
- c) Port of Departure, port of Arrival and any other scheduled port calls
- d) Security measures installed on board

Interruption of Transits, postponement of a journey and digressions from the route stated in the Transit declaration must be communicated immediately to the Insurer in writing. Unless arising from emergency action, such deviations are not covered unless approved by the Insurer.

5.3 Safety Measures

The Policy Holder, its representatives and the master of an Insured Vessel, shall implement all safety measures for a Transit in accordance with:

- a) the risk information documented in the Declaration;
- b) the shipping industry's Best Management Practices in their current version (BMP);
- c) the Crisis Management Plan and
any other advice received from the Crisis Consultant.

The Policy Holder is obliged to draw up safe travel plans and to register Transits with the responsible UKMTO (UK Maritime Trade Operations) and MSCHOA (Maritime Security Centre Horn of Africa) authorities/institutions.

5.4 Obligations Upon and After Occurrence of an Insured Event

Upon and following the occurrence of an Insured Event the Insured Party shall

- a) immediately inform the Crisis Consultant and the Insurer, forward all available information to them and authorise the Crisis Consultant to inform the authorities in charge in the country in which the Insured Event occurred; immediately report the event, following coordination with the Crisis Consultant, to the relevant police authority. Outside of Europe this only applies insofar as this is deemed necessary and reasonable following coordination with the Crisis Consultant;
- b) prior to paying the ransom money or prior to the approval of the payment of the ransom money, be satisfied to the best of their knowledge and belief that an Insured Event has in fact occurred;
- c) if possible avert or mitigate the damage and allow the Insurer, the Crisis Consultant and any companies and persons commissioned by the latter, to reasonably examine the cause and the amount of the claim as well as the scope of the obligation to compensate and submit any useful information in this regard, upon request in writing, in addition to forwarding evidence.

5.5 Returned Ransom or Items

- a) Duty of disclosure:
If the whereabouts of lost ransom money, extortion payments or items are discovered by the Policy Holder or the Insurer, they shall immediately after learning of this report their knowledge in writing to the other party.
- b) Return after payment of indemnity:
If paid or lost ransom money or extortion payments or items are returned to an Insured Party or if an Insured Party is able to repossess these after indemnity has been paid, the Insured Party shall repay the indemnity to the extent of the amount so recovered.

5.6 Legal Consequences of Failure to Comply with Obligations

If the Policy Holder or an Insured Party fails to comply with an obligation owed to the Insurer prior to the occurrence of an Insured Event, the Insurer may terminate the policy within one month of learning of such failure by notice in writing with immediate effect or subject to such conditions as stated in the notice. However, the insurer has no right of termination if the Policy Holder provides proof that the failure to comply with the obligation is neither intentional nor negligent.

If an obligation owed to the Insurer is intentionally not complied with, the Insurer has no liability for the payment of any claim under this policy.

The burden of proof regarding the non-existence of intention or negligence is on the Policy Holder.

6. Sum Insured

The liability of the Insurer for any Insured Losses shall in no circumstances exceed the limits of indemnity stated in the Certificate and in this Policy. Such limits are inclusive of all of the costs and other insurance benefits referred to in clause 2. The total of the limits of liability stated in the Certificate and Policy constitute the Insurer's maximum liability for all claims during a Period of Insurance. If more than one party is named as the Policy Holder, the Insurer shall only be liable to pay one claim to one party in respect of any Insured Loss. Renewal of the Policy shall not affect the existing rights of the parties in respect of an earlier Policy Period (including any continuing right of the Policy Holder to receive payments) but shall not result in any entitlement on the part of the Policy Holder to claim further sums in respect of Insured Events which first occurred in an earlier Insurance Period.

For the avoidance of doubt, the Insurer's own overhead costs are not offset against the limits of liability.

7. General Provisions

7.1 Global Cover

The territorial coverage of the insurance is as stated in the Certificate.

7.2 Third Parties

- a) Only the Policy Holder may enforce the terms of this Policy and no other person (including those defined as Insured Persons, Insured Companies or Insured Parties for the purposes of this Policy) has any right to enforce any term of this.
- b) The Policy Holder shall not assign any rights, duties or obligations under this contract to any third party.

Insofar as the knowledge and the conduct of the Policy Holder are of legal relevance, such knowledge and conduct shall be imputed to the Insured Party and vice versa.

7.3 Currency

- (a) All amounts shown in this policy are in the currency shown in the Certificate. Losses will be adjusted and paid in the same currency, unless directed otherwise by the Policy Holder. In the event of a loss adjustment involving currency conversion, the exchange selling rate will be calculated by using the rate of exchange published in the Financial Times on the date of settlement. If the Financial Times was not published on the relevant date, the rate of exchange will be as published on the next day on which the Financial Times is published.
- (b) At the request of the Policy Holder, the insurance benefit may be settled at the domicile of the relevant Insured Party in their national currency provided that no opposing statutory, fiscal or other provisions and no disadvantageous effects result from this.

7.4 Other Insurance / Excess

Insofar as an Insured Party is entitled to claim any Insured Loss under other insurances, the amount of the claim under this policy shall be reduced by the amount to which any Insured Party is thus entitled in respect of that Insured Loss.

7.5 Rights of Subrogation

The Insurer waives its rights of subrogation against the hull and machinery and marine war risks insurers of an Insured Vessel but not against any other parties including, without limitation, the protection and indemnity insurers of an Insured Vessel.

7.6 Accumulation Clause

If an Insured Loss is covered by more than one policy of the Insurer, the Insured Party is not entitled to receive more than one payment from the Insurer in respect of that Insured Loss. However, if the indemnification due under one policy is greater than that due under the other(s), the Policy Holder's entitlement is to the amount due under that policy providing the greatest indemnification.

7.7 Payment of Insurance Premium

Full premium as mentioned in the schedule is to be paid by the policy holder prior to the inception of the risk as per the provisions of section 64 VB of the insurance act.

7.8 Jurisdiction and Applicable Law

Any dispute concerning the interpretation of the terms exclusions or conditions container herein or in the clauses attached and agreed by both the insured and the company to be subject to the Indian law.

If any difference arises as to the amount to be paid under this policy / certificate (liability being otherwise admitted) or the interpretation of a clause under the policy / certificate (including the schedule clauses and the endorsement), such differences shall be referred to arbitration at Mumbai , India in accordance with India Arbitration and conciliation act ,1996 as amended and the making of an award shall be condition precedent to any liability of the company to make any payment under the policy / certificate

7.9 Inspection

In the event of a claim under this Policy, the Insurer shall be entitled to inspect all relevant documentation of the Insured parties relevant thereto.

7.10 Sanction Limitation and Exclusion Clause

The Insurer shall neither be deemed to provide cover nor shall the Insurer be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would be contrary to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8. Definitions

8.1 Certificate

The Certificate issued by the Insurer confirming the entry into a contract of insurance with the Policy Holder on the terms of this Policy and stating the terms of coverage pursuant to this Policy.

8.2 Declaration

The Declaration is any proposal completed by or on behalf of the Policy Holder together with any other information provided by or on behalf of the Policy Holder containing information on the basis of which the Insurer has entered into the contract with the Policy Holder on the terms of this Policy.

8.3 Insured Events

An Insured Event is one of the events listed under clause 1.3 of this policy (hijacking, kidnapping, extortion or false imprisonment).

8.4 Insured Losses

An Insured Loss is damage or injury suffered by an Insured Party or costs or expenses incurred by an Insured Party of the description listed in clause 2 of this Policy.

8.5 Insured Parties

Insured Parties are Insured Persons and Insured Companies.

8.6 Insured Persons

Insured Persons are defined in clause 1.4 of this policy.

8.7 Insured Companies

Insured Companies are the Policy Holder, its subsidiaries at the date of commencement of the Policy Period, any other companies named as Insured Companies in the Certificate and any other companies who become Insured Companies in accordance with the provisions of this Policy.

8.8 Insured Vessels

Insured Vessels mean vessels which have been declared to the Insurer in the Declaration or which are otherwise agreed by the Insurer in writing to be Insured Vessels.

8.9 Crisis Consultant

The Crisis Consultant is the organization identified in the Certificate or any alternative organization which the Insurer and the Policy Holder agree in writing to act in place of or in addition to that organization, whether in respect of the Policy in its entirety or in respect of a particular Insured Event.

8.10 Crisis Management Plan

A Crisis Management Plan is a written document intended to prevent Insured Events and to put in place procedures for dealing with Insured Events, should they occur, which includes provisions

- a) establishing staff structures within Insured Companies for responding to Insured Events;
- b) establishing procedures to be followed during a Transit;
- c) allocating tasks within the structures by name: and
- d) containing a code of conduct for employees, especially for members of the policy holder's crisis team.

8.11 Kidnap

Kidnap shall mean the unlawful abduction or imprisonment of one or more Insured Persons by persons who then demand a ransom from the assets of an Insured Party for their release.

8.12 Extortion

Extortion is the making of unlawful threat to an Insured Party to:

- a) kill, injure or abduct an Insured Person.
- b) Reveal confidential information in regard to an Insured Party. Confidential information is information which is known and accessible to the Insured Party only, or to a restricted group of persons designated by the Insured Party.
- c) inflict damage on property or animals or to threaten the taking of property or animals owned by an insured Party or for which the Insured Party has legal responsibility.
- d) spread, announce or exploit business secrets of an Insured Company. Business secrets are patentable but not yet patented information, registered intellectual property and products used for the production of trade goods of commercial value which are known and accessible exclusively to the Insured Company as well as a restricted group of persons designated by such Insured Company.
- e) Implant a computer virus into a data processing unit for which the Insured Company bears the risk, with the intent of damaging such unit or deleting, suppressing, modifying or rendering useless such data.

with the intent of demanding payment from an Insured Party to prevent any of the above threat(s) from being carried out.

8.13 Hijacking

Hijacking is

- a) The illegal seizure of an Insured Vessel by piracy or
- b) The illegal abduction or imprisonment of an Insured Person whilst travelling on a vessel, an aeroplane, railway or road vehicle.

for a period in excess of six consecutive hours.

8.14 False Imprisonment

False imprisonment is the illegal detention of an Insured Person in excess of six hours.

8.15 Transit

Transit is the passage through any sea territory marked on the High-Risk-Area Map I or High Risk Area MAP II, including berthing or mooring in any ports bordering the sea territory.

8.16 BMP

BMP is the document “*Best Management Practices for Protection against Somalia Based Piracy*” Version 4 August 2011, a joint marine industry publication presented to the International Maritime Organisation by the International Chamber of Shipping and any revision or replacement of that document which has been published at the commencement of the Period of Insurance.

8.17 ETD / ETA

ETD - The estimated time of Departure

ETA –The estimated time of Arrival

8.18 Subsidiary

A subsidiary is any limited company, partnership or other organizational structure over which the Policy Holder has either direct or indirect control as a result of:

- a) over 50% of voting rights or such voting rights as enable the Policy Holder to exercise control over the company or
- b) the right to appoint or remove the majority of members of the administrative, supervisory or managing body, or
- c) a controlling influence, for example due to a domination agreement or as the result of a provision in the articles.

9. Grievance Redressal

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

- Call Centre (Toll free helpline)
1800 2 700 700 (accessible from any Mobile and Landline within India)
1800 226 226 (accessible from any MTNL and BSNL Lines)

- Emails – grievance@hdfcergo.com
- *Designated Grievance Officer in each branch.*
- Company Website – www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

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

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

The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Ltd,
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai – 400059

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

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited,
6th floor, Leela Business Park,
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
e-mail: principalgrievanceofficer@hdfcergo.com

10. Special Provisions

If stated as included in the Certificate, the following additional Special Provisions apply to this Policy, subject to the other terms, conditions, exclusions and limitations of the Policy.

10.1 Loss of Hire

Loss of Hire means the loss resulting from the inability of the Policy Holder to use the Insured Vessel by reason of its hijacking, being continuing costs which the Policy Holder is obliged to pay for hiring a vessel even though the vessel is detained or charter revenues lost as a result of the detention.

If Special Provision 10.1 applies, Loss of Hire is an Insured Loss and the Insurer agrees to indemnify the Policy Holder up to the limits of liability shown in the Certificate in respect of Loss of Hire sustained by the Policy Holder exclusively and directly as the result of the hijacking of an Insured Vessel which occurred during the Period of Insurance, subject to the following terms and limitations:

- (a) Loss of Hire shall not be paid for the first 24 hours from the first occurrence of the hijacking
- (b) The Policy Holder shall be entitled to be indemnified for Loss of Hire calculated on a daily basis not exceeding the daily indemnity limit stated in the Certificate
- (c) The indemnification shall continue for whichever is the shorter of the duration of the hijacking and the maximum indemnity period stated in the Certificate

- (d) The indemnification shall be limited to the Limit of Indemnity per Insured Event and the Aggregate Sum Insured stated in the Certificate and the Policy Holder shall not be entitled to receive the payments calculated in accordance with (b) and (c) above to the extent that they would result in it receiving more than those Limits of Indemnity

10.2 Threat Expense

Threat means a third party or group makes a direct unlawful threat (without demand for a ransom):

- a) to inflict physical injury to or kill an Insured Person or to abduct such person unlawfully or deny such person its freedom or
- b) to destroy, damage or contaminate physical assets of an Insured Party;
- c) to disclose strictly confidential information in regard to the Insured Party.

Provided that this / these threat/s are made specifically against the Insured Party or its physical assets.

If Special Provision 10.2 applies, Threat is an Insured Event for the purposes of this Special Provision only and the Insurer agrees to indemnify the Policy Holder up to the limits of liability shown in the Certificate in respect of the cost of assessment of the threat by the Cost Consultant in consultation with the Policy Holder and of temporary protection of threatened Insured Person(s) or physical assets (the "Service") incurred exclusively and directly as the result of a Threat which occurred during the Period of Insurance, subject to the following terms and limitations:

- (a) The Service shall continue only until the Crisis Consultant has completed the assessment and revised the Policy Holder's Crisis Management Plan.
- (b) The Insurer's maximum liability per Threat and per Policy Period shall be USD 100,000.

10.3 Evacuation Costs

Evacuation means the evacuation of one or more Insured Persons due to or because of the following occurrences:

- (a) Following the authorized entry of an Insured Person into a country, the government authority of that country expels the Insured Person or declares such individual persona non grata;
- (b) Operational facilities, operational equipment or property of an Insured Company are confiscated or it is otherwise deprived of ownership of them as a result of political or military incident(s); or
- (c) As a result of political or military incident(s) in the country in which an Insured Person is situated, a Competent Authority issues a formal recommendation to the

Insured Person or to a group of persons of whom the Insured Person is a party, to leave the country, provided that the evacuation of the Insured Person is concluded within 10 days following the formal recommendation or within any longer period of time coordinated with the Crisis Consultant.

Competent Authority means the government authority of a territory of which the Insured Person is a citizen which is responsible for giving advice to citizens regarding their safety in foreign territories or the government authority of the territory in which the Insured Person is situated which is responsible for giving advice to foreign citizens regarding their safety or continued presence in the territory.

If Special Provision 10.3 applies, evacuation is an Insured Event for the purposes of this Special Provision only and the Insurer agrees to indemnify the Policy Holder up to the limits of liability shown in the schedule in respect of the following:

- (a) The necessary and reasonable costs of travel and accommodation for a maximum of 10 days, to evacuate an Insured Person to the next possible safe location from where transportation to the home country of the Insured Person is feasible;
- (b) Insofar as evacuation is not feasible within 10 days because of an imminent risk to the health or safety of an Insured Person or for other reasons approved by the Crisis Consultant, the Insurer shall assume, following coordination with the Crisis Consultant, further reasonable and necessary costs of travelling and accommodation;
- (c) The necessary and reasonable fees and expenses of the Crisis Consultant or other independent security advisors in order to coordinate the requisite safety & security measures for the evacuation, provided that the Insurer has issued its prior approval of those fees and expenses.

incurred exclusively and directly as the result of the Evacuation which occurred during the Period of Insurance, subject to the following terms and limitations:

- (a) An Evacuation will constitute a single Insured Event notwithstanding that it involves more than one Insured Person or arises from more than one of the circumstances (a), (b) or (c) in the above definition.
- (b) The Insurer's maximum liability under this Special Provision 10.3 is USD 100,000.00 per Evacuation and period of insurance.

Exclusions

In addition to the exclusions in Article 4 of the Policy, losses, claims, costs and expenses directly or indirectly caused by, arising from or attributable to:

- outstanding liabilities, insolvency, wrong economic decisions or the legal transfer of property of an Insured Party;

- contracts, licences, guarantees or other obligations not being fulfilled or not properly fulfilled or exercised by an Insured Party;
- nuclear radiation or radioactive contamination;
- wars, acts of terror or hostilities where nuclear or thermonuclear means are employed;
- epidemics or pandemics or disease, irrespective of whether injuries of an Insured Person result;
- the formal recommendation to leave the country having already been pronounced by a Competent Authority at the time of the insured person's entry into the country;

are not covered by this policy.

10.4 Disappearance Costs

Disappearance means an Insured Person cannot be traced for a period of more than 36 hours from the time of the last known contact.

If Special Provision 10.4 applies, Disappearance is an Insured Event for the purposes of this Special Provision only and the Insurer agrees to indemnify the Policy Holder up to the limits of liability in respect of necessary and reasonable expenses incurred by an Insured Company with the prior consent of the Insurer to determine the location of an Insured Person who has disappeared during the Period of Insurance, subject to the following terms and limitations:

- (a) This indemnity shall be provided up to a maximum of 90 days.
- (b) The Insurer's maximum liability under this Special Provision 10.4 is USD 100,000.00 per Disappearance and period of insurance.