



# *Kidnap/Ransom*

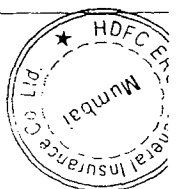
*And*

# *Extortion Policy*

Correspondence Address: 6<sup>th</sup> Floor, Leela Business Park, Andheri Kurla Road, Andheri East, Mumbai - 400 059, Tel 66386000 Fax 91 22 6638 3698.

Registered Office: Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 020, India.

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In consideration of payment of the premium and realisation thereof by us and subject to the Schedule, limitations, conditions, provisions and other terms of this policy, the Company agrees as follows:

### *Insuring Clauses*

#### *Kidnap/Ransom and Extortion Coverage Insuring Clause 1*

1. The Company shall be liable for loss of any property or other consideration actually surrendered:
  - (a) as a ransom payment by or on behalf of the **Insured** as the result of an actual or alleged **Kidnapping**;
  - (b) as an extortion payment by or on behalf of the **Insured** as the result of any other **Extortion Threat** to do bodily harm to, wrongfully abduct or detain any **Insured Person**;
  - (c) as an extortion payment by the **Insured** as the result of an **Extortion Threat** made specifically against the **Insured** or any **Insured Property** to damage, destroy or **Contaminate** such **Insured Property**;
  - (d) as an extortion payment by the **Insured** as the result of an **Extortion Threat** made specifically against the **Insured** to disseminate, divulge or utilise **Proprietary Information** of the **Insured**; or
  - (e) as an extortion payment by the **Insured** as the result of a **Computer Virus Threat** made specifically against the **Insured**.

#### *Delivery Coverage Insuring Clause 2*

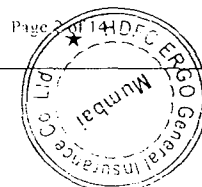
2. The Company shall be liable for loss caused by the actual destruction, disappearance, confiscation or wrongful abstraction of property or other consideration intended as a ransom or extortion payment covered under Insuring Clause 1 while being held or conveyed by any person(s) duly authorised by the **Insured** to have custody of such property or other consideration.

#### *Expense Coverage Insuring Clause 3*

3. The Company shall be liable for the following expenses incurred by the **Insured** solely and directly as the result of a ransom or extortion demand which would constitute a loss under Insuring Clause 1:
  - (a) reasonable fees and expenses of any independent negotiators or consultants retained by the **Insured**;
  - (b) reasonable fees and expenses of any independent public relations consultant;
  - (c) interest costs for any loan taken by the **Insured** to pay that part of a ransom or extortion payment recoverable under Insuring Clause 1;
  - (d) reasonable travel and accommodation expenses incurred by the **Insured**;

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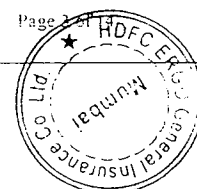
- (e) the reward paid by the **Insured** to an **Informant** for information not otherwise available which leads to the arrest and conviction of persons responsible for such demand;
- (f) the **Salary** which the **Insured** continues to pay an **Employee** while the **Employee** is being held ransom as the result of a **Kidnapping**, provided that coverage shall only apply at the salary level in effect prior to the **Kidnapping** and only for a period commencing upon the abduction of the **Employee** and ending at the time the **Employee** is released, discovered to be dead, one hundred and twenty days after the last positive evidence following the abduction that the **Employee** is alive, or sixty months after the abduction, whichever is earliest;
- (g) sums which the **Insured Person** becomes obligated to pay on account of an **Insured Person's** inability to attend to personal financial matters which result in any actual **Consequential Personal Financial Loss**;
- (h) reasonable medical, psychiatric, and legal expenses incurred by an **Insured Person** with the approval of the **Insured** for a twelve month period following the release of an **Insured Person**;
- (i) reasonable fees for independent medical and legal advice incurred by the **Insured** with the approval of the Company;
- (j) any other reasonable expenses incurred by the **Insured** with the approval of the Company.

*Legal Liability  
Coverage  
Insuring Clause 4*

4. The Company shall be liable for sums which the **Insured** shall become legally obligated to pay on account of judgments resulting from any suit for damages, and reasonable defence costs incurred by the **Insured** in defending such suit, brought by an **Insured Person** (or the estate, heirs or legal representatives of such **Insured Person**) alleging negligence or incompetence in hostage retrieval operations or negotiations following the **Kidnapping** of such **Insured Person** or negligence in not preventing the **Kidnapping** of such **Insured Person** or as the result of any extortion attempt to do bodily harm to an **Insured Person**, provided that the **Insured** agrees as a condition precedent to coverage hereunder to cooperate with the Company in conducting the defence or in negotiating the settlement of such suit.

*Political Threat  
Coverage  
Insuring Clause 5*

5. The Company shall be liable for the following expenses incurred by the **Insured** solely and directly as the result of a **Political Threat** initiated against the **Insured** and/or any **Protected Person**:
- (a) reasonable fees and expenses of any independent negotiators or consultants retained by the **Insured**;
  - (b) reasonable costs, other than the fees and expenses of independent negotiators and consultants, incurred by the **Insured** in negotiating or securing the release of a **Protected Person** who has been wrongfully detained;
  - (c) the **Salary** which the **Insured** continues to pay an **Employee** while such **Employee** is being wrongfully detained, provided that coverage





hereunder shall only apply at the salary level in effect prior to the wrongful detention and only for a period commencing upon the wrongful detention of such **Employee** and ending at the time such **Employee** is released, discovered to be dead, one hundred and twenty days after the last positive evidence following such detention that such employee is alive, or sixty months after the wrongful detention, whichever is earliest;

- (d) any other reasonable expenses incurred by the **Insured** with the approval of the Company.

*Exclusions  
Exclusions Applicable to  
All Insuring Clauses*

6. Coverage under this policy does not apply to:

- (a) loss due to any fraudulent, dishonest or criminal act by an identifiable **Employee**, director, trustee, authorised representative or messenger of the **Insured** acting alone or in collusion with others, unless the loss is in excess of the amount recovered or received by the **Insured** under any other bond, insurance or indemnity which would cover the loss in whole or in part, in which case this policy shall cover only such excess;
- (b) loss resulting from fraud or collusion by the person allegedly the subject of an **Extortion Threat** or **Political Threat** if the person authorising the ransom or extortion payment had not, prior to the payment, made every reasonable effort under the circumstances to determine that the **Extortion Threat** or **Political Threat** was genuine.

*Exclusions Applicable to 7.  
Insuring Clause 1*

Coverage under Insuring Clause 1 does not apply to loss of property and other consideration:

- (a) surrendered away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee;
- (b) surrendered on the **Premises** unless brought onto the **Premises** after receipt of the ransom or extortion demand for the purpose of paying such demand.

*Exclusions Applicable to 8.  
Insuring Clauses 2, 3, 4 and 5*

Coverage under Insuring Clauses 2, 3, 4 and 5 does not apply to loss of property and other consideration actually surrendered as a ransom or extortion payment covered under Insuring Clause 1.

*Exclusions Applicable to 9.  
Insuring Clause 5*

Coverage under Insuring Clause 5 does not apply to:





- (a) any costs or expenses arising from or attributable to any detention or threat by any agency or instrumentality of the government of the country in which such detention or threat occurs or by any person or group acting with the apparent tacit or expressed approval of such government based upon any actual or alleged:
  - (i) violation of law by the **Insured**, any **Insured Person** or any person for whom they are legally responsible, or
  - (ii) failure of any person to maintain and possess any required documents, passports or visas;
- (b) expenses or costs covered under Insuring Clauses 3 or 4.

**Joint Insured**

10. Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms hereof and for the purposes of effecting or accepting any amendments to or termination of this policy. Each and every other **Insured** and any **Insured Person** protected hereunder shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right of action hereunder whatsoever and that this policy or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any **Insured** or by any partner or officer of any **Insured** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this policy. All losses and other payments, if any, payable by the Company shall be payable to the first named **Insured**, without regard to its obligations to others; and the Company shall not be responsible for the proper application of any payment made. The Company shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**. If the Company shall agree to and shall make payment to any **Insured** other than the first named or to any **Insured Person**, such payment shall be treated as though made to the first named **Insured**.

**Personal Assets**

11. In the event of a ransom or extortion demand directed against any **Insured Person** rather than against the **Insured**, property or other consideration surrendered or intended to be surrendered by or on behalf of such **Insured Person** and expenses described in (a), (b), (c), (d), (e), (g), (h), and (j) of Insuring Clause 3 incurred by or on behalf of such **Insured Person** shall, at the option of the **Insured**, be considered property or other consideration surrendered or intended to be surrendered on behalf of the **Insured** and expenses incurred by the **Insured**.

**Other Insurance**

12. If any loss arising from any claim made against any **Insured Persons** is insured under any other valid policy(ies), prior or current, then this policy shall cover such loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise unless such other insurance is written

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only as specific excess insurance over the Limits of Liability provided in this policy.

**Liability for  
Prior Losses**

13. The liability of the Company for loss arising from an **Extortion Threat** or **Political Threat** which occurred or was communicated to the **Insured**, directly or indirectly, prior to (1) the effective date of this policy, or (2) the effective date additional **Insureds** or coverages are subsequently added, is subject to the following:
- (a) the **Insured** or some predecessor in interest of the **Insured** carried some other policy which, at the time of the **Extortion Threat** or **Political Threat** afforded the **Insured** some or all of the coverage of the Insuring Clause of this policy applicable to the loss;
  - (b) such prior coverage and the right of claim continued under the same or some superseding policy without interruption from the time of the **Extortion Threat** or **Political Threat** until the date specified in (1) or (2) above; and
  - (c) the **Extortion Threat** or **Political Threat** shall have been discovered by the **Insured** after the expiration of the time allowed for discovery under the last such policy.

The liability of the Company with respect to such loss shall not exceed the Limit of Liability under the coverage in force at the time of the **Extortion Threat** or **Political Threat**, or the Limit of Liability under the Insuring Clause of this policy applicable to the loss, whichever is smaller.

**Limits of  
Liability**

14. The payment of any loss under this policy shall not reduce the liability of the Company for other losses; provided, however, that the maximum liability of the Company shall not exceed the amount set forth in Item 4 of the Schedule:
- (a) applicable to Insuring Clause 1, Kidnap/Ransom and Extortion Coverage, for all loss of property and other consideration actually surrendered as ransom and extortion payments arising from one **Extortion Threat** or a series of related **Extortion Threats**;
  - (b) applicable to Insuring Clause 2, Delivery Coverage, for all losses of property and other consideration intended as ransom and extortion payments arising from one **Extortion Threat** or a series of related **Extortion Threats**;
  - (c) applicable to Insuring Clause 3, Expense Coverage, for all expenses arising from one **Extortion Threat** or a series of related **Extortion Threats**;

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- (d) applicable to Insuring Clause 4, Legal Liability Coverage, for all sums including defence costs arising from one **Extortion Threat** or a series of related **Extortion Threats**;
- (e) applicable to Insuring Clause 5, Political Threat Coverage, for all expenses arising from one **Political Threat** or a series of related **Political Threats**

**Multiple Extortion or Political Threats**

15. Any **Extortion Threats** or **Political Threats** made by the same person, group or collaborating groups with the apparent purpose of creating a cumulative or continuing coercive effect upon, or political effect involving, the **Insured, Insured Persons** or **Insured Property** shall be considered related threats.

**Non-Accumulation of Liability**

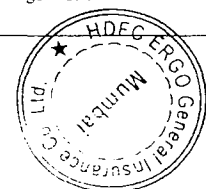
16. Regardless of the number of years coverage shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, the liability of the Company with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one **Insured**, the aggregate liability of the Company for loss or losses sustained by any or all of them shall not exceed the amount for which the Company would be liable if all losses were sustained by any one of them.

**Deductible**

17. From all losses sustained by the **Insured** arising from any one **Extortion Threat** or series of related **Extortion Threats**, after deducting all recoveries (except insurance or sureties held by the **Insured** or the Company for their benefit) on account thereof made prior to payment, shall be deducted the amount specified in Item 5 of the Schedule.

**Loss Sustained**

18. A loss shall be deemed to have been sustained:
- (a) under Insuring Clause 1 at the time of the surrender of the ransom or extortion payment;
  - (b) under Insuring Clause 2 at the time of the actual destruction, disappearance, confiscation or wrongful abstraction of the property or other consideration;
  - (c) under Insuring Clause 3 at the time of the payment of incurred expenses by the **Insured**;
  - (d) under Insuring Clause 4 at the time the **Insured** has made payment for any incurred expense or judgment; and
  - (e) under Insuring Clause 5 at the time of the payment of incurred expenses by the **Insured**.





**Recoveries** 19. All recoveries (except from surety ship, insurance, reinsurance or indemnity taken by or for the benefit of the Company) on account of loss, less the actual cost of recovery, shall be distributed as follows: the **Insured** shall be reimbursed for any loss which exceeds the amount of coverage provided by this policy less the deductible amount, the balance applied to reimbursement of the Company to the extent of its loss and any remainder paid to the **Insured**.

**Discovery Period** 20. This policy does not cover any loss arising from any **Extortion Threat** or **Political Threat** unless such threat occurs or is communicated directly or indirectly to the **Insured** or an **Insured Person** prior to the effective date of termination of coverage hereunder and is discovered by the **Insured** and communicated to the Company in writing prior to one year after the effective date of the termination of this policy in its entirety.

**Notice - Proof  
Legal Proceedings** 21. At the earliest practicable moment after the occurrence of any loss hereunder the **Insured** shall give the Company written notice thereof and shall also within four months after such occurrence furnish to the Company affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of twenty-four months from the occurrence of such loss. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**Valuation** 22. In no event shall the Company be liable under this policy for more than:

- (a) the actual market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the securities, whichever is less;
- (b) the actual cash value at the time of loss of any other property or consideration, or the actual cost of repairing or replacing such property or consideration with property or consideration of similar quality and value, whichever is less;
- (c) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records; or
- (d) the Indian Rupees value of any foreign currency based on the cash rate of exchange for the purchase of Indian Rupees published by the Reserve Bank of India on the day any loss involving foreign currency is discovered.

**Territory, Choice of** 23. Coverage shall extend anywhere in the world.

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**Law and Jurisdiction**

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the law of India, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of India .

**Investigation and Settlement**

24. The Company may make any investigation it deems necessary and may, with the written consent of the **insured**, make any settlement of a claim it deems expedient.

If the **Insured** withholds consent to such settlement, the Company's liability for all loss on account of such claim shall not exceed the amount for which the Company could have settled such claim plus costs, charges, and expenses accrued as of the date such settlement was proposed in writing by the Company to the **Insured**.

**Subrogation**

25. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the **Insured**.

**Bankruptcy**

26. Bankruptcy or insolvency of an **Insured** or the estate of an **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

**Authorisation Clause**

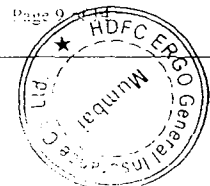
27. By acceptance of this policy the **Insured** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of claim or termination, the payment of premiums and the receiving of any return premiums that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this policy and the **Insureds** agree that such **Insured** shall act on their behalf.

**Alteration and Assignment**

28. No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an Authorised Employee of the Company.

**Termination of Policy or Coverage Section**

29. This policy shall terminate at the earliest of the following times:
- (a) sixty days after the receipt by the **Insured** of a written notice of termination from the Company;





- (b) upon the receipt by the Company of written notice of termination from the **Insured**;
- (c) upon expiration of the **Policy Period** as set forth in Item 3 of the Schedule of this policy; or
- (d) at such other time as may be agreed upon by the Company and the **Insured**.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Insured**. Under any other circumstances the refund shall be computed pro rata.

We are under no obligation to give notice that the Policy is due for renewal or to renew it on the same terms whether as to premium or otherwise.

*Termination of  
Prior Bonds  
or Policies*

30. Any bonds or policies issued by the Company or its affiliates and specified in Item 9 of the Schedule of this policy shall terminate, if not already terminated, as at the inception date of this policy

*Action Against  
the Company*

31. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or organisation shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability nor shall the Company be impleaded by the **Insured** or their legal representatives.

*Definitions*

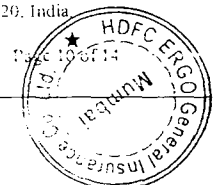
32. When used in this policy:

**Computer Virus Threat** means a threat or threats made by a person or group demanding an extortion payment or a series of such payments as a condition for the mitigation or removal of such threats to alter, adulterate, or destroy any of the **Insured's** computer programs through the introduction, into the **Insured's** computer systems, of instructions or data which are not authorised by the **Insured**.

**Consequential Personal Financial Loss** means, but is not limited to, pecuniary loss incurred by an **Insured Person** resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.

**Contaminate** means to introduce a foreign material or substance in such a way as to render **Insured Property** unfit for use or sale.

**Employee** means any person in the regular service of any **Insured** during the **Policy Period** whom the **Insured** compensates by salary, wages





and/or commissions and has the right to govern in the performance of such service, and any non-compensated officer of the **Insured**.

**Extortion Threat** means a threat or threats (including actual or alleged **Kidnapping**), as set forth in Insuring Clause 1, made by a person or group demanding a ransom or extortion payment or a series of such payments as a condition for the mitigation or removal of such threats. All such threats (a) related by a common committed, attempted or threatened wrongful act or (b) made contemporaneously against the same **Insured, Insured Property** and/or **Insured Person** shall be deemed to constitute a single **Extortion Threat** if made by the same person or group.

**Informant** means any person providing information solely in return for monetary payment paid or promised by the **Insured**.

**Insured** means, collectively, those organisations designated in Item 1 of the Schedule and any **Subsidiary**.

**Insured Person** either in the singular or plural, means:

- (a) Designated Person, as specified in Item 7 of the Schedule;
- (b) **Relative** of a Designated Person;
- (c) person legally resident in the household of a Designated Person;
- (d) guest in the home of a Designated Person; and
- (e) guest or customer of the **Insured** while on the **Premises** of the **Insured**.

**Insured Property** means all **Premises** and **Merchandise** of the **Insured** and any other tangible real or personal property owned by the **Insured** or for which the **Insured** is legally liable located on such **Premises** or on any land adjacent thereto occupied by the **Insured** in conducting its business.

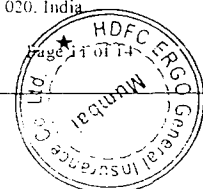
**Kidnapping** means the wrongful abduction and holding under duress or by fraudulent means of any **Insured Persons** by any person or group making a ransom demand or series of ransom demands for the release of such **Insured Persons**.

**Merchandise** means the **Insured's** inventory, raw materials, work in progress and any products manufactured or distributed by the **Insured**.

**Political Threat** means the wrongful, politically motivated detention of, or threat to detain or do bodily harm to any person made by any person or group:

- (a) acting as agent of or with tacit approval of any government or governmental entity; or
- (b) acting or purporting to act on behalf of any political, terrorist or insurgent party, organisation or group.

All such threats (a) related by a common committed, threatened or attempted wrongful act or (b) made contemporaneously against the same **Insured** and/or



**Protected Person** shall be deemed to constitute a single **Political Threat** if made by the same person or group.

**Policy Period** means the period of time specified in Item 3 of the Schedule subject to prior termination in accordance with section 29 above. If this period is less than or greater than one year, then the Limit of Liability specified in Item 4 of the Schedule shall be the Company's maximum limit of liability for the entire period.

**Premises** mean that portion of any building occupied by the **Insured** in conducting its business.

**Proprietary Information** means any confidential, private, or secret information unique to the **Insured's** business contained on or in drawings, negatives, microfilm, tapes, transparencies, manuscripts, prints, computer disks and other records of a similar nature which are protected by physical or electronic controls.

**Protected Person**, either in the singular or plural, means a Designated Person, as specified in Item 7 of the Schedule or any **Relative** of a Designated Person.

**Relative** means a person's spouse, sibling, ancestor, spouse's ancestor, lineal descendant or lineal descendant's spouse. Adopted children and stepchildren shall be deemed to be lineal descendants. Adoptive parents or stepparents shall be deemed to be ancestors.

**Salary** means the direct compensation which the **Insured** pays to an **Employee** for personal services rendered, including normal bonus, commissions, standard incentive payments, health benefits, welfare benefits or pension benefits.

**Subsidiary**, either in the singular or plural, means any organisation in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Insureds**.

#### *Arbitration*

33. 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 any amounts payable under this policy shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended.

Arbitration shall be conducted as follows:

a. All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.

b. Within thirty (30) days after either the Company or the Insured issues notice under this Section 15, the parties shall each appoint an arbitrator. The



two arbitrators shall appoint a third arbitrator who shall serve as the presiding arbitrator.

c. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.

d. The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.

e. The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.

f. The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.

g. When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this policy.

Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such Court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

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*Notice*

34. Notice to the Company under this policy shall be given in writing to:

For Notice of Claim or circumstances which could give rise to Claim:

Claims Department  
Attention: National Claims Manager

HDFC ERGO General Insurance Company Limited  
6th Floor, Leela Business Park  
Andheri Kurla Road  
Andheri East  
Mumbai 400059  
India  
For All Other Notices

Attention: Executive Protection Manager

HDFC ERGO General Insurance Company Limited  
6th Floor, Leela Business Park  
Andheri Kurla Road  
Andheri East  
Mumbai 400059  
India





Such notices shall be effective on the date of receipt by the Company at such address.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.



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