HDFC ERGO General Insurance Company Limited

Policy Wordings

Carbon Credits Insurance

Carbon Credits Insurance

UIN: IRDAN125RP0008V01201112

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Preamble

IN CONSIDERATION of the Insured having agreed to pay the Insurer the Premium and
IN RELIANCE on statements made and information presented to the Insurer by or on behalf of the Insured ("the Proposal"), which form the basis of this contract of insurance
THE INSURER agrees to indemnify the Insured in the manner and to the extent as hereinafter stated up to but not exceeding the maximum amounts specified in clause 1.10, Limit of Liability.
IN WITNESS whereof the undersigned acting on behalf of and under the authority of the Insurer has hereunder subscribed its name.

SIGNED for and on behalf of the Insurer
Date

1. The Schedule

1.1 The Insured

1.2 [Delete if appropriate] **The Emissions Reduction Purchase Agreement**
The contract dated _____ as on file with the Insurer

1.3 The Project
The design, supply, delivery, construction, erection, testing, commissioning and bringing into full commercial operation of _____ Project, being a registered project under the Clean Development Mechanism of the Kyoto Protocol

1.4 Construction Period The Construction Period Policy

1.5 Operational Period The Operational Period Policy

1.6 CER Schedule
The number of CER's and the dates on which they scheduled to be Delivered are:

	Number	Date
2011	_____	_____
2012	_____	_____
2013	_____	_____
2014	_____	_____
2015	_____	_____

1.7 Price of CER's
The value of the Advance Payment and the price of CER's used in calculating the Limit of Liability and in clause 2.11, Calculation of Indemnity Amount, shall be:
The Advance Payment _____
The Unit Price _____
The Insured CER Price _____

1.8 Technical Performance Technical Equipment _____
Operating Levels _____

1.9 Weather Risks
Alternate Observation Place _____

Observation Period _____

Observation Place _____

Weather Centre _____

Weather Event _____

Weather Unit _____

1.10 Limit of Liability

The maximum amount payable for the Period of Insurance under this Policy for all losses in the aggregate covered by all Sections of this Policy, shall be _____ at the Inception Date.

The maximum amounts payable shall be as follows:

Section 5. Pre-Registration Period _____

Section 8.1 Performance Failure _____

Section 9.1 Under performance _____

In respect of CER's under Sections 6, 7, 8.2 and 9.2, jointly, the maximum amounts payable annually are as follows:

2010 _____ 2011 _____ 2012 _____

1.11 Geographical Limits

The Project Site at _____

Project Country: _____

1.12 Period of Insurance Inception Date: _ _

Section 5: Pre-Registration Period

From _____ up to the earlier of the date of Project Non-Registration or the date of Registration, both days inclusive.

Section 6: Construction Period

From _____ up to but not including the expiry of the Construction Period Policy.

Section 7: Operational Period

From the expiry of the Construction Period Policy to _____ both days inclusive.

For all other Sections (8-10):

From _____ to _____ both days inclusive

1.13 Deductible

To be retained in respect of each and every loss as follows, for the Insured's own account and uninsured:

Section 5. Pre-Registration Period _____

Section 8.1 Performance Failure _____

Section 9.1 Under performance _____

To be retained each year as follows, for the Insured's own account and uninsured:

2011: _____ being the first _____% of the number of CER's specified in clause 1.6; and

2012: _____ being the first _____% of the number of CER's specified in clause 1.6; and

2013: _____ being the first _____% of the number of CER's specified in clause 1.6; and

2014: _____ being the first _____% of the number of CER's specified in clause 1.6; and

2015: _____ being the first _____% of the number of CER's specified in clause 1.6.

1.14 Waiting Period

_____, being the period which must elapse from the Date of Loss before a claim is

payable under this Policy.

1.15 The Premium

Minimum and deposit premium: _____, payable in full on or before the Inception Date.

Premium Refund Percentage: _____, payable subject to clauses 2.7 and 5.5.

2. General Conditions

2.1 Definitions

Definitions not listed below are given in Section 1., The Schedule, or as specified in the Construction Period Policy and the Operational Period Policy as appropriate. In determining coverage under any of the policies, the terms shall be construed separately according to the meaning intended in the policy wording under which loss is being ascertained.

[Delete if appropriate] **Advance Payment** shall mean the amount paid by the CER buyer in advance of Delivery in accordance with the ERPA

Business Day shall mean any day of the week excluding Saturday and Sunday and public holidays in the Republic of India

CDM Expenses shall mean costs necessarily and reasonably paid by the Insured in the development of the Project as a CDM project and specifically allocated to the Project by the Insured's auditors

CDM Registry shall mean the registry which contains and administers the National Registries of countries not listed in Annex 1 to the UNFCCC and which was established and is operated and maintained by the executive board of the CDM

Certified Emission Reduction or **CER** shall mean a certificate issued by the executive board of the CDM representing one metric tonne of carbon dioxide equivalent

Clean Development Mechanism or **CDM** shall mean the mechanism defined under Article 12 of the Kyoto Protocol

Construction Period Policy shall mean the insurance policy specified in clause 1.4

[Delete if appropriate] **Contracted CER's** shall mean CER's specified in clause 1.6 contracted to be Delivered by the Insured from the Project in accordance with and at the price(s) specified in the ERPA including all associated rights, title, interest and other benefits

Date of Loss shall the date(s) on which a Delivery Failure has occurred

Delivery, Deliver and **Delivered the** Insured's receipt of [Contracted CER's]/[CER's scheduled to be Delivered] in its Registry Account

Delivery Date shall mean the date specified in clause 1.6 for the Delivery of CER's

Delivery Failure shall mean the Insured's failure, as the result of a Loss Occurrence insured under this Policy and not otherwise excluded in this Policy, [to Deliver to the CER buyer(s) specified in the ERPA on the Delivery Date sufficient Contracted CER's to fulfil the contracted amount for that year] or [to generate the number of CER's specified in clause 1.6 scheduled to be Delivered]

[Delete if appropriate] **Emissions Reduction Purchase Agreement** or **ERPA** shall mean the contract between the Insured and a CER buyer for the sale and purchase of CER's from the Project specified in clause 1.2

Excess CER's shall mean those CER's which are available to the Insured and which are in excess of the annual amounts of [Contracted CER's]/[CER's scheduled to be Delivered] less the Deductible

Government of the Project Country shall mean the present or any succeeding governing authority (irrespective the way of succession and whether or not it is internationally recognized) in control of all

or any part of the territory of the Project Country specified in clause 1.11 or any political or territorial subdivision thereof

Inception Date shall mean the date specified in clause 1.13

Indemnity Amount shall mean the amount of loss suffered by the Insured from a Loss Occurrence which is able to be indemnified under this Policy

Independent Loss Adjustors shall mean an entity independent of but hired and paid for by the Insurer to investigate a claim under this Policy

Insolvency shall mean any of the following:

i) a bankruptcy, winding-up or administration order is made against it; or

ii) a valid assignment, composition or other arrangement is made for the benefit of its creditors generally; or

iii) an effective resolution is passed for its winding-up; or

iv) a liquidator, administrator, administrative or other receiver over of any of its assets is appointed; or

v) an event has occurred which, under the law of the court having jurisdiction,

   a) is substantially equivalent in effect to any of the above; or

   b) in the Insurer's sole opinion is equivalent to one of the above

Insured CER Price shall mean the value specified in clause

1.7 which is the maximum CER price chosen by the Insured and on which the Limit of Liability is based

International Transaction Logor **ITL** hall mean these international registration system, operated and maintained by the Secretariat of the UNFCCC, to record and verify all executed operations of all National Registries

Kyoto Protocol shall mean the protocol to the UNFCCC adopted at the Third Conference of the Parties to the UNFCCC in Kyoto, Japan on 11th December 1997 including any modification or reenactment of it or any treaty substituted for it and all rules, modalities, guidelines, procedures, decisions and regulations however described issued under it

Letter of Approval shall mean the letter through which the Government of the Project Country has approved the Project as a CDM project

Loss Occurrence shall mean Project Non-Registration or failure of the Project to be Registered (Section 5); any loss indemnified under the Construction Period Policy or the Operational Period Policy; Performance Failure (Section 8); or Weather Event (Section 9); arising out of one event that solely and directly results in a Delivery Failure.

Montreal Protocol shall mean the protocol to the Vienna Convention for the Protection of the Ozone Layer which entered into force on 1st January 1989 any modification or re-enactment of it or any treaty substituted for it and all rules, modalities, guidelines, procedures, decisions and regulations however described issued under it.

National Registry shall mean the registry established, operated and maintained by the country of the Insured to account for the holding of CER's and linked to the CDM registry by the ITL.

Operational Period Policy shall mean the insurance policy specified in clause 1.5.

Period of Insurance shall mean the period specified in clause 1.13

Project shall mean the project named in clause 1.3 as described in the PDD at the time of Registration

Project Design Document or **PDD** shall mean the detailed description of the Project prepared in accordance with the Kyoto Protocol

Project Commissioning shall mean the date on which the Project is fully operational and capable of generating CER's

Project Non-Registration shall mean the refusal in writing by the executive board of the CDM to Register the Project, which decision has been accepted by the Insured as final

Project Site shall mean the actual place or places identified in clause 1.11

Register, Registered, Registration shall mean the formal acceptance of the Project by the executive board of the CDM as meeting the criteria of the CDM

Registry Account shall mean an account established or nominated by the Insured in its National Registry, into which Contracted CERs are to be Delivered

Spot Price 2.12shall mean the price for comparable CER's calculated in accordance with clause

UNFCCC shall mean the United Nations Framework Convention on Climate Change

Unit Price shall mean the price specified in clause 1.7 for each Contracted CER

Waiting Period shall mean the period specified in clause 1.15 which must elapse before payment of a claim under this Policy

2.2 The Insurance

This Policy and any Endorsements shall be read together as one Policy. Any word or expression to which a specific meaning has been given shall have the same meaning wherever it may appear in this Policy.

2.3 Confidentiality

The existence of this Policy is confidential between the Insurer, its reinsurers, the Insured and their professional advisors (under the same condition of confidentiality) and must not be disclosed to any third party, without the Insurer's prior written consent. terms and conditions of this Policy shall prevail in the event of any conflict between any part of this Policy and any part of any agreement of non-disclosure or confidentiality signed in connection with the Proposal.

2.4 Project Registration

It is a condition precedent to the Insurer's liability under this Policy, except in respect of Section 5, Pre-Registration Period, that the Project has achieved Registration.

2.5 Assignment of Policy Rights

This Policy, its rights and benefits may not be assigned to a third party, except that the Insured may nominate a Loss Payee to whom claims payments may be made, the Insured's obligations under this Policy remaining unaffected. The Loss Payee has no rights under this Policy except that once nominated the Insurer agrees to pay all claims to the Loss Payee until both the Insured and the Loss Payee confirm otherwise.

2.6 Multiple Insureds

If the Insured comprises more than one entity ("Insured Parties") then each entity shall be covered to the same extent as the Insured provided that the Insurer will never pay more than the Limit of Liability as set out in Clause 1.10, including sub-limits, for all Insured Parties combined regardless of the number of Insured Parties.

Any payment or payments by the Insurer to any one or more Insured Parties shall reduce to the extent of that payment the Insurer's liability to all Insured Parties arising from any one Loss Occurrence giving

rise to a claim under this Policy and in the aggregate.

The Insured Parties will at all times preserve their various contractual rights, agreements and remedies in the event of a Loss Occurrence and under no circumstance will one Insured Party jeopardise or prejudice the various contractual rights, agreements and remedies available to another Insured Party.

The Insurer shall be entitled to avoid liability under this Policy and (as may be appropriate) to claim damages from any Insured Party which has committed fraud or a breach of any warranty or condition of this Policy, or made a material misrepresentation or non-disclosure this Policy ("Vitiating Acts").

A Vitiating Act committed by one Insured Party shall not prejudice the right to indemnity of any other Insured Party who has an insurable interest and who has not committed a Vitiating Act.

2.7 Payment of Premium, Cancellation

The premium stated in clause 1.16 is the minimum and deposit premium payable in full on or before the Inception Date, for the whole Period of Insurance.

This Policy is not cancellable except that:

(i) the Insurer may cancel

(a) for non-payment of Premium, in which case cancellation shall be effective at close of business ten Business Days after the date written notice of cancellation is received by the Insured;

(b) the Insurer may cancel this Policy if the Insured is acquired or comes under the control of a party other than the Insured, in which case cancellation shall be effective on the date written notice of such cancellation is received by the Insured or at any future date specified within such notice;

and the Insurer shall be entitled to and the Insured shall immediately pay to the Insurer on demand, either the pro rata portion of the Premium for the period of time this Policy will have been in force, or if there has been a loss under this Policy, except as described in clause 2.7 (ii) below, the Insurer shall be entitled to the Premium in full; or

(ii) the Insured may cancel in the event that a valid claim is made and paid under Section 5, Pre-Registration Period, and the Insured shall be entitled to and the Insurer shall immediately pay to the Insured the amount of the Premium multiplied by the Premium Refund Percentage specified in the Schedule.

2.8 Reasonable Precautions

The Insured shall at all times take and cause to be taken all reasonable precautions to minimise loss and prevent loss, damage or destruction and to safeguard the property insured under the Construction Period Policy and the Operational Period Policy and take reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements including manufacturer's recommendations.

2.9 Update and Notification

The Insured shall notify the Insurer within ten Business Days of any of the following occurring:

i) any proposed material changes to the Project that may affect the generation of CER's; or

ii) any material changes in the external circumstances that are likely to adversely affect the operation and success of the Project or generation of CER's; or

iii) becoming aware of any circumstances that may lead to a loss.

2.10 In the event of a Loss Occurrence

In the event of a Loss Occurrence in consequence of which a claim may be made under this Policy the Insured shall

i) notify the Insurer as soon as reasonably possible

ii) notify the Insurer immediately on being advised of any prosecution inquest or enquiry connected with a Loss Occurrence which may form the subject of a claim under this Insurance

iii) when required by the Insurer furnish with all reasonable dispatch at their own expense such further particulars and information as the Insurer may require

iv) allow the Insurer in the name of and behalf of the Insured to take over and during such period as the Insurer thinks proper to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and the Insured shall give the Insurer all necessary assistance for that purpose

v) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, damage or destruction

vi) where it is aware that notification has not been already been given, notify the Police Authority as soon as it becomes evident that any Loss Occurrence has been caused by theft or malicious persons and render to the Police Authority all reasonable assistance

vii) in so far as it is in its power to do or cause to be done, retain unaltered and unrepaired anything in any way connected with the Loss Occurrence as long as the Insurer may reasonably require

If any of the terms of this clause 2.10 are not complied with, no claim under this insurance shall be payable and any payment on account of the claim already made shall be immediately repayable to the Insurer.

2.11 Calculation of Indemnity Amount

The Indemnity Amount shall be calculated as follows:

i) Section 5 The value of CDM Expenses

ii) Section 8.1 _____

iii) Section 9.1 _____

iv) In respect of CER's under Sections 6., 7., 8.2 and 9.2

[Alt 1: Payment on Delivery – to be tied into delivery obligations of ERPA]

[Example]

(a) the lower of the Spot Price at the time of the Delivery Failure and the Insured CER Price multiplied by:

(b) the number of Contracted CER's less the number of CER's Delivered less the Deductible]

or

[Alt 2: no ERPA]

[Example]

[(a) the lower of the Spot Price at the time of the Delivery Failure and the Insured CER Price multiplied by:

(b) the number of CER's specified in clause 1.6 scheduled to be delivered at the time of Delivery Failure less the Deductible]

or

[Alt 3: Pre-payment – to be tied into delivery obligations of ERPA]

[Example]

[(a) The number of Contracted CER's less the number of CER's Delivered less the Deductible multiplied by:

(b) the Spot Priceless

(c) the unutilised part of the Advance Payment]

or

[Such other basis as is mutually agreed upon]

If the result of this calculation of the Indemnity Amount is negative, no claim is payable under this Policy.

[In the event that [the ERPA is terminated following an event of force majeure as defined in the ERPA[/[the Insured abandons the Project], the loss will be limited to the number of [Contracted CER's]/[CER's scheduled to be Delivered] in respect of the period within which repairs would have made the Project capable of producing CER's, in the expert opinion of Independent Loss Adjustors.

2.12 Calculation of Spot Price

The Spot Price shall be calculated as follows:

i) The Insured and the Insurer shall each nominate one broker [and both brokers shall a third independent broker]. The brokers shall be instructed to provide a quote for the [spot price paid two (2) Business Days prior to the Date of Loss for comparable CER's already issued by the executive board of the CDM] [average spot price over the last twelve (12) months up to two (2) Business Days prior to the Date of Loss for comparable CER's already issued by the executive board of the CDM], where the spot price is the price paid for comparable CER's already issued by the executive board of the CDM, which are capable of immediate delivery.

ii) The nominated brokers shall, within fifteen Business Days after having received their instructions, communicate their price quotes and the Spot Price shall be the average of these quotes. If one party has not nominated a broker within fifteen Business Days from the date it has received a notification from the other of its nomination, the latter is deemed to have renounced its right to nominate a broker, and the Spot Price shall be determined by the broker already nominated.

iii) The cost associated with calculating the Spot Price shall be equally shared between the Insurer and the Insured.

2.13 Co-operation and Enforcement of rights

The Insured will co-operate fully with the Insurer in the handling of any loss or recovery, actual or potential and it will not enter into any agreements concerning a loss or recovery, actual or potential, without the prior approval of the Insurer.

The Insured shall at the request and expense of the Insurer take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer.

2.14 Onus of Proof

Except in respect of 3.17, Effects of Uninsured Perils, in any claim and/or any action, suit, or proceeding to enforce a claim for indemnity hereunder, the burden of proving that the loss is recoverable under this Policy, that no Warranty or Condition has been breached, and that no Exclusion applies falls upon the Insured.

2.15 Claims Condition -Action by the Insured

In the event of a claim being made under this Policy the Insured at its own expense shall:

i) deliver to the Insurer in writing particulars of its claim together with details of all other insurances covering property used by the Insured at the Project Site for the purpose of its normal business or any part of it or any resulting consequential loss as soon as reasonably possible.

ii) deliver to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation as may reasonably be required by the Insurer for the purpose of investigating or verifying a claim.

iii) at the request of the Insurer, provide the Insurer for the purpose of investigating, verifying or analysing the validity of the claim, with all reasonable additional evidence the Insurer considers necessary.

2.16 Filing of a Claim, Assessment of a Claim, Subrogation Claims must be filed within twelve months of the Date of Loss, in writing, clearly demonstrating the circumstances of the Loss Occurrence and the events leading up to it, together with proof that the Loss Occurrence claimed is insured under this Policy.

After receiving all information required to assess the validity of the claim, the Insurer will communicate its determination of the claim promptly, but after no more than forty Business Days. Should the Insured not agree with the determination, it should inform the Insurer to this extent within 12 months; if not, the Insured waives any and all right to object to the Insurer's determination.

It is a condition precedent to liability under this Policy that the Insured shall have assigned to the Insurer all of its rights, titles and interests in the [Contracted CER's/ CER's scheduled to be Delivered] are the subject of its claim, if and in the manner required by the Insurer and the Loss Occurrence, the Insured shall therefore, if and as required, assign its rights, titles and interests to the Insurer. The Insurer shall in any event be subrogated to all of the Insured's rights of recovery in respect of that Loss Occurrence. It will be the obligation of the Insured to actively do what is necessary to safeguard and execute these rights and it will do nothing that may prejudice the Insurer's possibilities of recovery.

In the event of assignment or subrogation, the Insurer shall be entitled for its own benefit to sue in the Insured's name in order to recover any amount paid under this Policy, including third-party claims expenses allocated to the Loss Occurrence plus interest.

In the event that the Project recommences operations following a Loss Occurrence in respect of which an Indemnity Amount has been paid, the Insured shall deliver to the Insurer, in the manner and to the location required by the Insurer, until the Indemnity Amount is fully paid back to the Insurer:

- either that proportion of all Excess CER's as the [Contracted CER's/CER's scheduled to be Delivered] less the Deductible bears to the [Contracted CER's/ CER's scheduled to be Delivered] applicable to the year in which the claim occurred,
- or in the event that there are no Excess CER's in any annual period, all [Contracted CER's/CER's scheduled to be Delivered] generated by the Project during the period by which the ERPA has been extended.

All monetary recoveries received subsequent to payment of an Indemnity Amount by the Insurer, by the Insured or any person acting on their behalf, must immediately be remitted to the Insurer in the currency of this Policy, converted at the closing mild-point exchange rate on the date of receipt as quoted by the receiving party's principal clearing bank; non-monetary recoveries in the form of CER's or otherwise shall be delivered to the Insurer in the manner and to the location required by the Insurer.

If received by the Insured, or by any person acting on its behalf, until remitted to the Insurer, all recoveries are held by the Insured, or by any person acting on its behalf, in trust for the Insurer. Any amount recovered (including interest and penalties) shall first be given to the Insurer until it has recovered the amount of its claim payment plus third-party claims expenses allocated to the loss and thereafter any amount recovered shall be paid to the Insured.

If the Insured fails to comply with any of the provisions of this clause 2.16 after having received payment of a claim, it shall immediately on demand repay the amount of any claim payment plus third party claims expenses allocated to the loss, plus interest from the date of claim payment calculated at the rates quoted daily at close of business by the Insurer's principal clearing bank.

2.17 Abandonment of Property

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

2.18 Set Off

The Insurer has the right to apply any amount payable under this policy in or towards payment of any amount owed to it by the Insured.

2.19 Mediation, Law and Jurisdiction

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

2.20 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by any one acting on their behalf to obtain any benefit under this Policy of Insurance all benefit under this Policy shall be forfeited.

2.21 Misrepresentation/Misdescription

The Insurance shall be deemed null and void in the event of material misrepresentation and/or misdescription in any material particular.

2.22 Access and Inspection

The Insured shall provide the Insurer and representatives of the Insurer with all details and information reasonably requested by the Insurer or their representatives relating to this Policy and to the risk insured hereunder.

2.23 Other Insurance

This Policy does not insure against any Loss Occurrence which at the time it arises is insured by or would but for the existence of this Policy be insured by any other Policy or Policies.

2.24 Time Adjustment

It is agreed that any Loss Occurrence arising during any one period of seventy-two consecutive hours, caused by actions of the sea, tidal wave, flood, ice, storm, tempest, earthquake or volcanic activity, shall be deemed to be one event under this Policy. The commencement of any such seventy-two-hour period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy-two-hour periods in the event of damage occurring over a more extended period of time. The Insurer shall not be liable for any Loss Occurrence caused by any of these actions which occurs before the Inception Date of this Policy, nor which occurs after the expiration of this Policy, unless such Loss Occurrence begins prior to the expiration date and extends beyond the expiration date in which case an extension of no more than seventy-two hours will be granted to provide coverage for damage caused by or related to the original Loss Occurrence.

2.25 Rights of Third Parties

This Policy is effected solely between the Insured and the Insurer. This Policy does not and is not intended to confer any benefits on any third parties, including but not limited to shareholders, and no third party may enforce any term of this Policy. The Contract (Rights of Third Parties) Act 1999 is expressly excluded from this insurance.

2.26 Several Liability Notice

If there is more than one Insurer subscribing to this Policy, the subscribing Insurers' obligations under this Policy shall be several and not joint and shall be limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

3. General Exclusions

The Insurer shall not be liable for Delivery Failure directly or indirectly caused by or arising out of:

3.1 War and Political Violence

war (whether before or after outbreak of the hostilities) between any of the following countries: China, France, the United Kingdom, the Russian Federation and the United States of America; and declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, terrorism, sabotage, riot, strike, lock-out or any other violent act or series of acts undertaken with the primary intent of achieving a political objective.

3.2 Nuclear Hazard

controlled or uncontrolled nuclear reaction, nuclear radiation or radioactive contamination, whether direct or indirect, proximate or remote, or in whole or in part caused by, attributed to, or aggravated by loss or damage insured herein except:

i) the Insurer shall be liable for loss or damage caused by sudden or accidental radioactive contamination, including resultant radiation damage for each occurrence from material used or stored or from processes conducted at the Project Site, provided at the time of loss that there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel at the Project Site;

ii) if an insured loss ensues, liability is specifically assumed by the Insurer for such ensuing direct loss or damage insured hereunder but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination.

3.3 Government Action

Any government intervention or decree, or change in law, regulation or statute, or action taken by the Insured regarding any of these, including but not limited to any act or series of acts or measures of the Government of the Project Country which effectively cause:

i) the Insured to be expressly and permanently be deprived of all or part of its assets so as to prevent further operation of the Project; or

ii) a permanent cessation of the operation of the Project; or

iii) the Insured to be expressly prevented from delivering Contracted CER's.

3.4 Lack of Licences

Failure to obtain, keep up or renew the necessary permits, licences, authorities or approvals required for the operation of the Project, including but not limited to the cancellation or revocation of any previously issued permits, licences, authorities or approvals.

3.5 Kyoto Protocol

the partial or total revocation of the Kyoto Protocol and/or any related national or international bodies, withdrawal of any party from the Kyoto Protocol, changes to any Baseline Study and Monitoring Methodology, non-issuance of any licence or permit by the Government of the Project Country, failure by the executive board of the CDM for any reason (i) to register the project and (ii) to issue CER's, or any failure in delivery as a result of the failure in connection or otherwise of the ITL and/or the National Registry.

3.6 Willful Act

willful acts or willful negligence of the Insured or of its representative.

3.7 Termination of the ERPA

the Insured enforcing any of the termination provisions under the ERPA, without the Insurer's prior written approval.

3.8 Default

Insolvency or financial default of the Insured.

3.9 Supply

failure in the supply of or of key components in the supply of electricity, fuel, gas, oil, power or water.

3.10 Cessation of Work

total or partial cessation of work or construction or by the retarding, interruption or cessation of any process or operation, unless directly caused by peril insured or not otherwise excluded under the Construction Period Policy or the Operational Period Policy.

3.11 Environment, Public Health and Safety

failure by the Insured or their representatives to comply with applicable environmental, public health and worker safety standards of the World Bank; failure to comply with unreasonable requirements of national and local authorities in the Project Country (stricter than those of the World Bank) shall not be considered a failure.

3.12 Compliance with Law, Criminal Acts

failure by the Insured or their representatives (i) to comply with the laws of the Project Country; or (ii) being involved in any way with criminal activities, acting alone or in collusion with others and whether or not occurring during the hours of employment.

3.13 Operation of Law

the Insurer shall not be liable for Delivery Failure directly or indirectly caused by or arising out of (i) the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which makes it impossible to repair or re-instate the property insured under the Construction Period Policy to as it was immediately prior to the loss; and (ii) an order of any civil authority, except acts of destruction at the time of and for the purpose of preventing the spread of fire.

3.14 Miscellaneous

loss of use or occupancy; delay or loss of markets; penalty for non-completion of, or delay in, completion of contract; non-compliance with contract condition; or fines, penalties, or punitive damages.

3.15 Pollution

any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or

escape of any solid, liquid, gaseous or thermal irritant to contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines, waste (including materials to be recycled, reconditioned or reclaimed) and gases identified under the Montreal and Kyoto Protocols and/or under similar international agreements as harmful to the atmosphere ("pollutants"), nor any clean up of pollutants, but this exclusion does not apply if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants is the direct result of a peril not otherwise excluded under this Policy.

3.16 Performance Guarantees

any exposure or circumstance subject to a written or implied guarantee or warranty of any manufacturer or supplier [unless expressly covered under Section 8, Technical Performance Risks].

3.17 Effects of Uninsured Perils

a Delivery Failure, if an uninsured peril preventing Delivery has occurred or occurs within 60 Business Days of the Delivery Failure, unless the uninsured peril is itself directly caused by a loss insured under this Policy. The burden of proof in respect of this clause falls upon the Insurer, all other terms and conditions being unchanged.

4. General Warranties

Every warranty to which this Policy or any Section of it is subject, shall apply from the Inception Date and shall continue to be in force during the whole currency of this Policy.

The Insured warrants that:

4.1 Non Disclosure

at the Inception Date it has no knowledge or information of any matter, fact or circumstance which is likely to give rise to or increase the likelihood of a loss under this Policy.

4.2 Due Authority

it has obtained due authority to perform the contracts relating to the Project as contracted.

4.3 Contracts and Approvals

with regard to its participation in the Project,

i) it has taken all actions necessary to satisfy all aspects of the Kyoto Protocol and all applicable laws of the Project Country [and to obtain and maintain all approvals required to authorize the entry into and the performance of its contractual obligations under the ERPA]; and

ii) [The ERPA is in force and valid under the laws of the Project Country and of its own country]; and

iii) it will ensure in so far as it is reasonably able to do and at reasonable intervals, that it and the Project

   a. meet the standards of the World Bank for
      1. environmental protection;
      2. public health;
      3. worker safety; and
   b. hold and have renewed as appropriate all required licenses and permits; and
   c. hold and have renewed all insurances for the Project appropriate in the Project Country.

4.4 The Insured´s Retained Liability

it will retain the Deductible and any amount in excess of the Limit of Liability at its own risk; it further warrants that it will not take out any contributing insurance, either in part or whole, in respect of the

risks insured under this policy.

5. Pre-registration Period

Insuring clause

The Insurer agrees to indemnify the Insured for CDM Expenses in the event of Project Non-Registration, or of the failure of the Project to be Registered caused solely and directly by a loss that would have been covered under another Section of this Policy had the Project achieved Registration, occurring during the Period of Insurance within the Geographical Limits, up to but not exceeding the amount stated in clause 1.10, subject to the terms, conditions and exclusions of this Policy and after expiry of the Waiting Period.

Conditions Specific to this Section

5.1 Project Country Approval

It is a condition precedent to the Insurer's liability under this Section that a Letter of Approval has been issued**.**

5.2 PDD corrections made

It is a condition precedent to the Insurer's liability under this Section that the Insured shall have first have resubmitted the PDD, corrections having been made.

5.3 Project Abandoned

It is a condition precedent to the Insurer's liability under this Section that the Insured shall have delivered to the Insurer a legally-binding statement confirming that it has finally and forever abandoned the Project and any similar activity within 50Km of the Project Site and that the same undertaking applies to its associates and group companies.

5.4 Kyoto Processes Exclusion

It is understood and agreed that the coverage provided under this Section shall take precedence over and therefore losses shall not be excluded by the provisions of Exclusion 3.5 Kyoto Protocol.

5.5 In the event of loss

In the event of a loss under this Section, the Insurer agrees that the policy may be cancelled by the Insured and that a premium refund be made to the Insured in accordance with clause 2.7.

6. Construction Period Insuring clause

The Insurer agrees to indemnify the Insured for Delivery Failure occurring during the Construction Period stated in clause 1.13 and within the Geographical Limits, caused solely and directly by a loss in respect of which the Insurer has admitted liability under the Construction Period Policy, up to but not exceeding the amount stated in clause 1.10, subject to the terms, conditions and exclusions of this Policy and after expiry of the Waiting Period.

7. Operational Period Insuring clause

The Insurer agrees to indemnify the Insured for Delivery Failure occurring during the Operational Period stated in clause 1.13 and within the Geographical Limits, caused solely and directly by a loss in respect of which the Insurer has admitted liability under the Operational Period Policy, up to but not exceeding the amount stated in clause 1.10, subject to the terms, conditions and exclusions of this Policy and after expiry of the Waiting Period.

Conditions Specific to this Section

7.1 Project Commissioning

It is a condition precedent to liability under this Section that the Project has achieved Project

Commissioning all liability has ceased under the Construction Period Policy.

8. Technical Performance Risks

[This a manuscript section, whose wording depends on specified performance risks being covered, but which may contain, inter alia, the following clauses.]

Insuring clause

The Insurer agrees to indemnify the Insured subject to the terms, conditions and exclusions of this Policy and after expiry of the Waiting Period, up to but not exceeding the amount stated in clause 1.10, as follows:

8.1 Performance Failure

for the loss of [formula to be agreed] caused solely and directly by Performance Failure occurring during the Period of Insurance and within the Geographical Limits

8.2 CER's

for Delivery Failure occurring during the Period of Insurance and within the Geographical Limits, caused solely and directly by Performance Failure

Conditions Specific to this Section

8.3 Definitions

Technical Equipment shall mean the equipment and machinery specified in the clause 1.8

Performance Failure shall mean the failure of the Technical Equipment to operate at the Operating Levels specified in clause 1.8

Reasonable and Prudent Operator Practices or RPO Practices shall mean standards, practices, methods and procedures conforming to applicable law and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of such equipment

8.4 Other Arrangements

This Policy does not insure against any loss, damage or liability which at the time it arises is subject to any financial arrangement, including any written or implied manufacturers' or supplier's guarantee or warranty and liquidated damages, held by or available to the Insured in respect of Performance Failure.

Exclusions Specific to this Section

The Insurer shall not be liable for Delivery Failure directly or indirectly caused by or arising out of:

8.5 Foreseeable Reduction in Output

i) procedures or instructions required to be performed or implemented by the Insured to relieve potential or actual loading on a constrained facility or otherwise

ii) any voluntary or involuntary reduction in output caused by or arising from economic considerations

8.6 External Sources of Performance Failure

i) The failure or instability of the transmission or distribution system equipment or components which are not contained within the physical limits of the Technical Equipment

ii) the inability of the Project to operate caused by or arising from an interruption in the fuel supply for any reason, or a change in fuel quality or type

iii) Any instruction from a manufacturer of all or part of the Technical Equipment that requests, requires or recommends the removal of all or part of the Technical Equipment

8.7 Other Policy Sections

Any peril which is otherwise insured under this Policy, or would have been insured but for (i) a breach of any term, Condition or Warranty of this Policy by the Insured, or (ii) the application of any Exclusion

8.8 Consequential loss

Any consequential loss of any kind other than as specified in this Section.

Warranties Specific to this Section

Every warranty specific to this Section shall apply from the Inception Date and shall continue to be in force during the whole currency of this Policy.

The Insured warrants that:

8.9 Operating Specifications

the levels specified in clause 1.8 are within the normal operating performance specifications of the Technical Equipment

8.10 No Operating Restrictions

there are no outages or restrictions affecting the Project at Inception Date of this Policy which are likely to lead to a Performance Failure

8.11 No Defects

there are no known defects in material or workmanship in the Technical Equipment known by the Insured to exist at the Inception Date of this Policy which are likely to lead to a Performance Failure

8.12 RPO Practices

it operates, maintain and monitors the Technical Equipment according to RPO Practices

9. Weather Risks

[This a manuscript section, whose wording depends on specified performance risks being covered, but which may contain, inter alia, the following clauses.]

Insuring clause

The Insurer agrees to indemnify the Insured subject to the terms, conditions and exclusions of this Policy and after expiry of the Waiting Period, up to but not exceeding the amount stated in clause 1.10, as follows:

9.1 Under performance

for the loss of formula to be agreed], caused solely and directly by a Weather Event, occurring during the Period of Insurance and within the Geographical Limits

9.2 CER's

for Delivery Failure occurring during the Period of Insurance and within the Geographical Limits, caused solely and directly by a Weather Event

Conditions Specific to this Section

9.3 Definitions

Alternate Observation Place shall mean the physical location identified in clause 1.9 at which weather data are observed and collected for the Weather Centre

Observation Period shall mean the period specified in clause 1.9

Observation Place shall mean the physical location identified in clause 1.9 at which weather data are observed and collected for the Weather Centre

Official Weather Information shall mean an official statement from the Weather Centre confirming the underlying data necessary to prove the existence of a Weather Event

Reasonable and Prudent Operator Practices or RPO Practices shall mean standards, practices,

methods and procedures conforming to applicable law and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of equipment.

Weather Centre shall mean the official meteorological recording entity specified in 1.9

Weather Event shall mean the weather conditions and trigger points specified in clause 1.9

Weather Unit shall mean the numeric value assigned to the Weather Event which is officially recorded at the Observation Place and published by the Weather Centre specified in clause 1.9

9.4 Weather Observation

If weather data are not available at the Observation Place, or have been found to be erroneous, for any part of an Observation Period, it shall be substituted by weather data from the Alternate Observation Point. If weather data are unavailable at either the Observation Place and the Alternate Observation Point, or have been found to be erroneous, for any part of an Observation Period, it shall be substituted by weather data from a third source chosen by the Insurer

9.5 Confirmation of Loss

In the event of loss arising from a Weather Event, as a condition of coverage hereunder, the Insured must provide Official Weather Information.

Exclusions Specific to this Section

The Insurer shall not be liable for Delivery Failure directly or indirectly caused by or arising out of:

9.6 Unavailability of Official Weather Information

The unavailability of Official Weather Information from the Weather Centre for any reason

9.7 Other Policy Sections

Any peril which is otherwise insured under this Policy, or would have been insured but for (i) a breach of any term, Condition or Warranty of this Policy by the Insured, or (ii) the application of any Exclusion

9.8 Consequential loss

Any consequential loss of any kind other than as specified in this Section.

Warranties Specific to this Section

Every warranty specific to this Section shall apply from the Inception Date of this Policy and shall continue to be in force during the whole currency of this Policy.

The Insured warrants that:

9.9 RPO Practices

it operates, maintains and monitors the weather data recording equipment according to RPO Practices.

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTRES

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,**	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.

PUNE **Office of the Insurance Ombudsman,** Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."