

Bond No. _____

SHIPBUILDING REFUND GUARANTEE BOND

WHEREAS[name and address of builder] (hereinafter called the "Principal" and/or "Builder") has executed a shipbuilding contract between the Purchaser and the Builder for the construction of [SHIP DESCRIPTION] having the Builder's Hull No. 0000 (the "Vessel") and dated Month, Date, Year (such shipbuilding contract as may be amended, varied, supplemented, assigned or novated from time to time, (hereinafter called the "Contract") with the [name of Obligee, ID number and address], (hereinafter called the "Obligee" and/or "Purchaser") subject to and in accordance with the provisions of the Contract.

AND WHEREAS In accordance with the provisions of the Contract the Obligee agreeing to pay Instalments before delivery to the BUILDER and for other good and valuable consideration, receipt and the sufficiency of which are acknowledged, we as primary obligor hereby irrevocably and unconditionally guarantee to refund to the Purchaser within xxxxx (00) days after demand by the Purchaser any amount stated in such demand not exceeding Rs. ----- cr. (Rupees ----- crore) together with interest thereon at the rate of x per cent (x%) per annum from the date following the date of receipt by the Builder of each Instalment to the date of remittance by telegraphic transfer of such refund (the "Bond Amount") should the Obligee be entitled to same.

AND WHEREAS we,.....through our branch at (the "Surety Insurer") have agreed to furnish this Surety Bond (hereinafter called the "Surety Bond") for the Bond Amount.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, is to secure to the Purchaser the refund of the Instalments of the Contract Price (both as defined in the Contract) paid to the Builder prior to the delivery of the Vessel, should the Purchaser become entitled to the same pursuant to the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect from the date of Builder's actual receipt of the first Instalment. This Surety Bond shall expire and become null and void upon the earlier of:

- a) receipt by the Purchaser in full of the Bond Amount together with interest; or
- b) acceptance by the Buyer of the delivery of the Vessel in accordance with the terms of the Contract; or
- c) receipt by us of notice by the Purchaser of expiry of this Surety Bond or a final non--appealable award rendered in arbitration (or after a final non--appealable court judgement has been issued, as the case may be) or a Settlement Agreement (as defined in this Surety Bond) has been entered into, in each case confirming that we have no further obligations under this Surety Bond.

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid Instalments under and in accordance with the Contract, and agrees and undertakes to pay to the Obligee, upon its written demand, which must include a copy of the bond and state (i) the amount demanded (ii) the grounds on which the entitlement to refund arises and (iii) that the Builder has not refunded the amount demanded ("Written Demand") and without any demur, reservation, recourse, contest, or protest such sum or sums up to an aggregate sum of the Bond Amount as the Obligee shall claim, without the Obligee being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

In case any refund is made to the Purchaser by us under this Surety Bond, the Surety Insurer's liability hereunder shall be automatically reduced by the amount of such refund.

2. The Bond Amount will be automatically increased upon the Builder's receipt of each Instalment of the Contract Price, each time by the amount of that Instalment, but in any eventuality the amount of this guarantee shall not exceed the total sum of Rs. ----- cr. (Rupees ----- crore) plus interest thereon at the rate of x per cent (x%) per annum from the date following the date of the Builder's receipt of each Instalment to the date of remittance by telegraphic transfer of the refund.

3. Any notice by way of request, Written Demand or otherwise hereunder may be sent by email to suretyclaims@libertyinsurance.in and/or by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Obligee that the envelope was so posted shall be conclusive. Said notice should include a copy of this bond.

However, if no later than thirty (30) days after the date of Purchaser's Written Demand to us under this clause, we receive written notification from Purchaser or the Builder accompanied by written confirmation to the effect from an arbitrator appointed in accordance with the Contract stating that the claim for refundment under the Contract has been disputed and referred to arbitration in accordance with the provisions of the Contract, we shall instead pay to the Purchaser, within thirty (30) days after the Purchaser's further written demand ("Further Demand"), the sum or sums and interest thereon (i) adjudged to be due to Purchaser by the Builder pursuant to the final non-appealable award made under such arbitration (or final non-appealable court judgment, as the case may be) or (ii) agreed to be due to Purchaser under a settlement agreement in relation to such dispute entered into between Purchaser and the Builder (or any liquidator or other official appointed to it, in each case "Settlement Agreement"), as stated in the Further Demand, such demand not exceeding Rs. ----- cr. (Rupees ----- crore) together with interest by the same manner hereinabove, provided that the Further Demand is accompanied by a certified copy of the award, judgment or Settlement Agreement.

4. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Bond Amount which represents the maximum liability for the Surety Insurer. This Surety Bond will remain in force for the period specified in paragraph 5 below and unless a demand or claim in writing is made by the Obligee in accordance with the terms of this Surety Bond all rights of the Obligee under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.

5. This Surety Bond shall expire and become null and void upon receipt of Buyer of the sum guaranteed hereby or upon acceptance by the Buyer of the delivery of the Vessel in accordance with the terms of the Contract.

6. This Surety Bond shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Surety Bond or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. If the parties fail to agree on a sole arbitrator within 30 days, then each party will appoint its nominee arbitrator and the nominee arbitrators will appoint a presiding arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

Any claim, demand or suit to enforce coverage must be made within three (3) years from the Default of the Contract by the Principal or Substantial Completion of the Contract, whichever is earliest or, if this time period is impermissible, the minimum statute of limitations allowed under law. No right of action under this Bond shall accrue, to or for the use of, any person or entity other than the Obligee named herein, or the heirs, executors, administrators, successors and assigns of the Obligee.

7. No Surety Insurer shall be deemed to provide cover and shall not 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 expose the Surety Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom, United States of America or any other Country imposing any such sanctions.

8. If Beneficiary have a grievance about any matter relating to the Surety Bond, or Surety's decision on any matter, or the claim, Beneficiary can address its grievance as follows:

Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Customer Service

Liberty General Insurance Limited
Unit 1501 & 1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013, Maharashtra.
Email us at: care@libertyinsurance.in

Consumer Affairs Department of IRDAI

In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

You can visit the portal <http://www.policyholder.gov.in> for more details.

Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The contact details of the Insurance Ombudsman offices are as below –

<https://www.cioins.co.in/Ombudsman>

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in

Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in
Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in
Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in
Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in
Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,

	<p>Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>
<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>	<p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>
<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>	<p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>
<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.</p>	<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>
<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>
<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	<p>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: bimalokpal.noida@cioins.co.in</p>
<p>Bihar, Jharkhand.</p>	<p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.</p>

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IRDAI of India Reg. No.150, CIN: U66000MH2010PLC269656
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	Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

Principal

By: _____

By: _____
Attorney-in-Fact

Liberty General Insurance Limited
Shipbuilding Refund Guarantee
UIN: IRDAN150CPSU0030V01202526

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