(d) against prompt, adequate and effective compensation pursuant to paragraphs 2 to 4.

2. The amount of compensation shall be equivalent to the fair market value of the expropriated investment at the time when the expropriation was publicly announced or when it occurred, whichever is the earlier. The fair market value shall not reflect any change in market value occurring because the expropriation had become publicly known earlier.

3. The compensation shall be paid without delay and shall include interest at a commercial rate established on a market basis, taking into account the length of time from the date of expropriation to the date of payment. It shall be effectively realisable, freely transferable and freely convertible at the market exchange rate prevailing on the date of expropriation into freely convertible currencies.

4. Without prejudice to Article 94, the investor affected by the expropriation shall have the right, under the law of the Party making the expropriation, to prompt review, by a court of justice, an administrative tribunal or another independent authority of that Party, of his case and of the valuation of his investment in accordance with the principles set out in this Article.

Article 92
Treatment in Case of Strife

1. Each Party shall accord to investors of the other Party that have suffered loss or damage relating to their investments in its Area due to armed conflict, revolution, insurrection, civil disturbance or any other similar event in its Area, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than that it accords to investors of its own or of a non-Party.

2. Any payments made as a means of settlement referred to in paragraph 1 shall be effectively realisable, freely transferable and freely convertible at the market exchange rate into freely convertible currencies.

Article 93
Subrogation

If an investor of a Party receives payment, pursuant to an insurance, guarantee or indemnity contract, from an insurer constituted or organised under the law of that Party, the other Party shall recognise the assignment of any right or claim of the investor to the insurer, and the right of the insurer to exercise such right or claim by virtue of subrogation to the same extent as the predecessor in title.

Article 94
Settlement of Investment Disputes between an Investor and a Party

1. For the purposes of this Chapter, "investment dispute" means a dispute between a Party and an investor of the other Party that has incurred loss or damage by reason of, or arising out of, an alleged breach by the former Party of any obligation under this Chapter with respect to the investor or its investment. This Article shall not apply to disputes arising out of events which occurred prior to the entry into force of this Agreement.

2. Any investment dispute shall, as far as possible, be settled amicably through consultations between the investor and the disputing Party (hereinafter collectively referred to in this Article as "the disputing parties") at the request of the investor.

3. If the investment dispute cannot be settled through consultations within six months from the date on which the disputing investor requested such consultations in writing, the disputing investor may submit the investment dispute to international conciliation or arbitration at the following institutions or under the following rules:

(a) the International Centre for Settlement of Investment Disputes (hereinafter referred to in this Article as "ICSID") established by the Convention on the Settlement of Investment Disputes between States and Nationals of other States done at Washington, on 18 March 1965;

(b) the Additional Facility Rules of ICSID, provided that either Party, but not both, is a party to the ICSID Convention; or