

# **Policy Wordings**

## Prakritik Vishamta Bima (Retail)

### **PREAMBLE**

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Insured named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Insured as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/appropriate benefit will be paid by the Company.

## **PART I OF SCHEDULE**

Policy number		Issued at	
Name of the Insured		Policy Period in days	
Proposer communication Address		Period of Insurance	
Asset covered		Risk Location address	
Sum Insured (Rs.)		Policy Issue Date	
Perils Opted	As per term sheet		

	Premium (Rs.)	um Details	
Net Premium		Stamp Duty	
GST		Total Premium	

GSTIN Reg. No	HSN/SAC code	Product code	UIN

Coverage Details: (Term sheet would contain details of perils, strikes, triggers, claim pay out structures)

**Special Conditions** 

Yours Sincerely, **Authorised Signatory** 

**ICICI Lombard General Insurance Company Limited** 

## **Coverage Details**

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

Mumbai - 400 064

New Linking Road, Malad (West)

**Registered Office Address:** 601 & 602, 6th Floor, Interface 16,

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

CIN: L67200MH2000PLC129408

UIN: IRDAN115CP0004V01202122 [4037/P] Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



## **PART II OF SCHEDULE**

## **Definitions:**

"Area of coverage" means the geographical location specifically insured and mentioned on the policy schedule and where the insured peril must occur to the extent specified.

"Company" Means ICICI Lombard General Insurance Company Limited.

"Deductible" means the amount of expenses to be borne by the Insured before the compensation under the Policy shall become payable and this amount shall not be reimbursed by the Company.

**"Exit Index"** Shall mean the Observed Index level at which the Insured becomes eligible for full Sum Insured under the Policy. (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule)

"Index" shall mean the mathematical construct on the basis of which Policy is issued.

"Insured" Means person(s)/ entity (ies) whose name(s) specifically appears as such in Schedule to this Policy.

"Insured Peril" means the operation of any one or multiple perils(s) in the Area of Coverage as covered under the policy in the manner and in the Area of Coverage as specified on the Policy Schedule including but not limited to Cyclone, Earthquake, Flood/Inundation, Solar Irradiation and Remote sensing based Indices: Covering agriculture and non-agriculture risks through; NDVI, Soil moisture Index, Any other satellite based indices (Leaf Area Index, Flood Index, Drought Index, Vegetation Index, Soil Adjusted Vegetation Index etc.).

"Limits of Liability" means the amount stated in the Schedule, which shall be the Company's maximum total liability for Insured event covered under this Policy as defined on the Policy Schedule for any one claim and in the aggregate for all claims made under the Policy Period.

The liability of the Insurer(s) in respect of any one loss or series of losses arising out of one event (as ascertained after the application of all terms, conditions and limitations) shall not exceed the Limits of liability as stated in the policy schedule.

"Notional Payment" Shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in weather/Remote sensing based Index. (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule)

"Observed Index" Shall mean the observed value of the Weather Index/Remote sensing Index/ Catastrophic index against the parameters covered in the Policy, which observed value will be used for determining the Strike Index or the Exit Index, during the Period of Insurance.

"Parametric Index" is the index which is designed on basis of following measurable parameters.

- Cyclone
- Earthquake
- Flood/Inundation
- Solar Irradiation
- Remote sensing based Indices: Covering agriculture and non-agriculture risks through; NDVI, Soil moisture Index, Any other satellite based indices (Leaf Area Index, Flood Index, Drought Index, Vegetation Index, Soil Adjusted Vegetation Index etc.).

"Period of Insurance" The period of insurance shall be the period stated in the Schedule-I of the policy.

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

**Toll free no.**: 1800 2666

**Alternate no:** 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com



**"Policy"** Means the Policy certificate, wording booklet, the Schedule and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured the exclusions from the cover and the terms and conditions of the issue of the policy.

"Policy schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"Policy period" means the period between the Commencement Date and the Expiry date specified in the Policy Schedule.

"Rainfall" Rainfall shall mean the daily rainfall (mm / cm) recorded at the reference weather station / satellite based gridded rainfall data.

"Reference Data Set" Shall mean the dataset used in the study or monitoring of index as stated in Part I of the Policy – Schedule. The same dataset will be used for the purpose of determining the Observed Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy.

"Remote Sensing based Index" is the index which is designed based on the remote sensing application using airborne, satellite, unmanned aerial vehicle (UAV) and platforms. The indices are expressed in different mathematical model which are dependent on different light spectra combinations, instrumentation, platforms, and resolutions. It can be used for agriculture and non-agriculture purposes. Remote Sensing based Index would be constructed with any one or a combination of different indices. Few examples are provided below:-

- Normalized Difference Vegetation Index (NDVI),
- Leaf Area Index (LAI),
- Soil Moisture Index(SMI),
- Flood Index(FI),
- Drought Index(DI),
- Enhanced Vegetation Index(EVI)
- Normalized Difference Water Index (NDWI)
- Modified Soil-Adjusted Vegetation Index (MSAVI2)
- Soil Adjusted Total Vegetation Index (SATVI)
- Soil Adjusted Vegetation Index (SAVI)
- Optimized Soil Adjusted Vegetation Index(OSVI)

The list of indices are not limited to above, it may include any other remote sensing based indices which can be derived from the regions in electromagnetic spectrum specified below.

Name	Wavelength	Frequency (Hz)
Ultraviolet	10 nm – 400 nm	30 PHz – 750 THz
Visible light	390 nm – 750 nm	770 THz – 400 THz
Infrared	750 nm – 1 mm	400 THz – 300 GHz
Microwave	1 mm – 1 m	300 GHz – 300 MHz

**a. Normalized Difference Vegetation Index**, The index is calculated from multispectral information as normalized ratio between the red and near infrared wave length.

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

**Toll free no.**: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



- **b. Leaf Area Index** (LAI) is a measure for the total area of leaves per unit ground area and directly related to the amount of light that can be intercepted by plants.
- c. **Soil Moisture Index (SMI)** is defined as the proportion of the difference between the current soil moisture and the permanent wilting point to the field capacity and the residual soil moisture.
- d. **Flood Index** Through satellite images it is easy to assess the flood and pre-determining the flood threshold. With the analysis of indices like NDWI -Normalized Difference Water Index AND RSWIR Red and Short Wave Infra-Red, area exposed to flood can be determined.
- **e. Drought Index** which encompasses rainfall, soil moisture and Crop condition, ie. Rainfall (Standard Precipitation Index), Soil Moisture Index (SMI) and Normalized Difference Vegetation Index (NDVI), will be effective in assessing the Drought condition for a given location. The Manual for Drought Management-2016 has defined indices and factors, in determining a drought condition.
- **f. Enhanced Vegetation Index** is an 'optimized' vegetation index designed to enhance the vegetation signal with improved sensitivity in high biomass regions and improved vegetation monitoring through a de-coupling of the canopy background signal and a reduction in atmosphere influences.
- **g. Normalized Difference Water Index (NDWI)** measures the change in the water content of leaves by using the NIR and SWIR bands. Because NDWI is sensitive to the water content of plants as well as bodies of water, it is often used for drought monitoring, recording yield reductions, reservoir discharge, lowering of groundwater levels etc.

Values for water bodies are larger than 0.5. Vegetation has much smaller values, which makes distinguishing between vegetation and water bodies easier.

- h. **Soil-adjusted Vegetation Index (SAVI)** is a transformation technique that minimizes soil brightness influences from spectral vegetation indices involving red and near-infrared (NIR) wavelengths. Empirically derived NDVI products have been shown to be unstable, varying with soil colour, soil moisture, and saturation effects from high density vegetation.
- i. Soil-adjusted Total vegetation index (SATVI) is a modification of several earlier vegetation indices that correlates with the amount of green and senescent vegetation present on the ground.
- **j. Modified soil-adjusted vegetation index (MSAVI)** and its later revision, MSAVI2, are soil adjusted vegetation indices that seek to address some of the limitation of NDVI when applied to areas with a high degree of exposed soil surface.
- **k. Unit of Insurance** means the specific geography of the subject area which is established using a variety of parameters, including latitude/longitude coordinates, village, block, taluka, district and pin codes.
- I. Optimized Soil Adjusted Vegetation Index (OSAVI) is the soil-adjusted vegetation index optimized for agricultural monitoring. OSAVI is more sensitive to vegetation and shows differences in vegetation better than SAVI. OSAVI works well in areas where the vegetation density is high
- "Solar Irradiation" is the power per unit area received from the Sun in the form of electromagnetic radiation. The solar irradiance is measured in watt per square metre (W/m2). Solar irradiance is also called solar irradiance, solar exposure, solar insolation, or insolation.
- "Strike Index" Shall mean the Observed Index level at which the Insured becomes eligible for claim payment. (To be specified for each policy under section "Coverage Details" in Part-I of the Policy Schedule).
- "Sum Insured" means the amount as stated in the Schedule to this Policy which shall represent the Company's maximum liability for any and all claims incurred for a unit of Insurance, under the Policy.

Sum insured to be arrived based on the expected loss of assets (physical & financial)/ revenue/ profit/ income due to the unfavorable circumstances which is measured through different measurable parameters mentioned below.

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

**Toll free no.**: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



"Sunshine hours", Sunshine duration is a climatological indicator, measuring duration of sunshine in given period (usually, a day or a year) for a given location. World Meteorological Organization define the sunshine duration as the period during which direct solar irradiance exceeds the threshold value of 120 watts per square meter.

## **Scope of Cover**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate insured for the loss of income/ revenue/ assets (physical/financial)/ profit on account of various perils as opted in the policy, resulting from deviation of observed index from strike index within a specific geographical location and within a specified time period, subject to the maximum Sum Insured in the manner specified in Part I of the Schedule to this Policy.

Policy compensates insured for losses on account of various perils that can be measured through different parameters. Below mentioned are the list of perils coverage. Insured shall be entitled for the peril coverage which are opted by the insured during the proposal and prescribed in the policy schedule.

# **Coverage Options**

- Cyclone- It covers losses, destruction/damage directly caused by storm, cyclone, typhoon, and tempest, Hurricane, Tornado due to high wind speed above a Trigger Value as specified in terms, excluding those resulting from volcanic eruption or other convulsion of nature. Also cyclone as declared by relevant authority can be considered as trigger point.
- 2. Earthquake (EQ) Based on the trigger value of Intensity like Modified Mercalli Intensity (MMI), Richter scale within certain periphery.
- 3. Flood/Inundation- Flood shall mean the inundation of normally dry land due to the following:
  - a. Rainfall with a two days cumulative rainfall or aggregate rainfall during the specified time period exceeding the trigger value.
  - b. Flood as declared by relevant authority
  - c. Water released from the normal confines of any natural watercourse or lake whether or not altered or modified or of any reservoir, canal or dam.
- 4. Solar Irradiation: Covering variation of sunshine hours and Solar Irradiation.
- 5. Satellite based Indices: Covering agriculture and non-agriculture risks through:
  - a. NDVI
  - b. Soil moisture Index
  - c. Any other satellite based indices (Leaf Area Index, Flood Index, Drought Index, Vegetation Index, Soil Adjusted Vegetation Index etc.).

## **Exclusions**

The Company shall not be liable under this Policy for compensating the Insured for any loss or damage directly or indirectly caused by or contributed or arising from or resulting in, or in any way involving the following:

- a) Firearms, motor vehicles, watercraft, aircraft and any item not belonging to the Homeowner but under care and custody or related or used in business, profession or trade;
- b) Wear and tear;

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



- c) Consequential loss of any kind;
- d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;
- e) The acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;
- f) Any act of Terrorism including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. "Terrorism" means for the purposes of this Clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- g) Ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- h) The radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Any weapon or device employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter.
- j) Any wilful, deliberate, malicious, fraudulent, dishonest act or omission by the Insured.
- k) Manipulation of weather readings
- I) Any peril other than that insured and mentioned on policy schedule

# **BASIS OF ASSESSMENT OF CLAIMS**

- 1. Insofar as it relates to loss or damage to the assets and /or business/ revenue/ profit as specified in Part I of the schedule to the policy. The basis upon which the Company shall assess the claim shall be as follows: In the event that, in the geographical location and during the time period specified in Part I of the schedule to this policy, the observed index is greater (or lower) than the strike index, the benefit payable to the Insured shall be as per the payment formula specified in Part I of the schedule, subject to a maximum of the sum Insured.
- 2. The Company shall not be liable to compensate the Insured or pay any amount, in the event that the observed index is lower than the strike Index in case of coverage for excess parameter cover or In the event that the observed index is greater than the strike Index in case of coverage for deficient parameter cover during the period of insurance.

## **Limits of Liability**

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

**Alternate no:** 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com



The liability of the Insurer(s) in respect of any one loss or series of losses arising out of one event (as ascertained after the application of all terms, conditions and limitations) shall not exceed the Limits of liability as stated in the policy schedule.

### **CLAIM PROCEDURE**

Upon the happening of any event giving rise to a claim under this Policy during the policy period, the Insured shall deliver to the Company, irrespective of the date on which the event shall have occurred, but not earlier than the expiry of the Period of Insurance specified in Part I of the Schedule and not later than 60 days from the expiry of the Period of Insurance, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim along with duly completed claim form. For the insured perils, parameter readings available under the public domain/ open source data or data source as agreed with insured shall be considered directly by the Insurance Company for the claim settlement even without claim intimation or documentation from the Insured.

The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder. "wherever, details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, may condone the delay in intimation of claim or delay in providing the required information/documents to the insurer."

### **CANCELLATION**

You/the Insured Person may also cancel this policy by giving 30 days' notice in writing to us, for the cancellation of this Policy, in which case we shall from the date of receipt of the notice cancel the Policy, retain the premium for the period this Policy has been in force, and refund at short period scales as per the Refund Grid provided below.

Short Period Premium Refund Scales				
Cancellation Period				
Policy Period	Within 1 month	1 - 3 months	3-6 months	6 months to 1 year
<3 months	0%	0%	0%	0%
3 -6 months	25%	0%	0%	0%
6-9 months	50%	25%	0%	0%
9-12 months	75%	50%	25%	0%

# Terms & Conditions:

1. Refund is not applicable in policy if the Claim has been paid while the policy is in force.

## **GENERAL CONDITIONS APPLICABLE TO THE POLICY:**

## 1. Legal Ownership

During the Period of Insurance, the Insured shall possess all legal ownership rights with regard to the Property and / or Crop Cultivated. The Insured shall provide to the Company such title deeds and other documents as may be required

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



by the Company for verification of his/her ownership over the Property and/or Business and / or Crop Cultivated. The due observance and fulfilment of the above shall be a condition precedent for settlement of any claim under this Policy.

# 2. Agreed Bank Clause:

It is hereby declared and agreed:

- (a) That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties.
- (b) That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.
- (c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- (d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.
- (e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured Property by reason of operation of condition (c) of policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby Insured or any building in which the goods Insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risks first took place and
- (f) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



## PART III OF THE POLICY - SCHEDULE STANDARD TERMS AND CONDITIONS:

## 1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

### 2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim

### 3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

## 4. Material change

The Insured shall immediately notify the Company in writing of any material change in the risk, in relation to the question in the proposal form and the declaration, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

### 5. No constructive Notice

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

# 6. Notice of charge etc.

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

### 7. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

### 8. Electronic Transactions

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

**Alternate no:** 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com



The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

## 10. Condition of Average

If the Insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rate able proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

### 11. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

## 12. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

### 13. Cancellation/Termination

The Company may at any time, cancel this **Policy** on grounds like fraud, moral hazard or misrepresentation, by giving 7 days' notice in writing by E-mail provided / Registered post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium.

## 14. Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

### 15. Arbitration clause

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (Applicable to commercial entities only)

## 16. Renewal notice

The Company shall not be bound to give notice that a renewal is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

**Toll free no.**: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: Customersupport@icicilombard.com



hereby given unless intimated to the Company and accepted by it in writing. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

## 17. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post In case of the Insured, at the address specified in Part I of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, e-mail.

## 18. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## 19. Grievance Clause

In case you are aggrieved in any way, You should do the following

i. For resolution of any query or grievance, Insured may contact the respective branch office of The Company or may call us at toll free no. 1800 2666 or email us at <a href="mailto:customersupport@icicilombard.com">customersupport@icicilombard.com</a> or write to us at

Grievance Redressal Officer

ICICI Lombard General Insurance Company Ltd.

ICICI Lombard House, 414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025.

- ii. If you are not satisfied with the resolution provided, you may approach us at the sub section "Grievance Redressal" on our website <a href="https://www.icicilombard.com">www.icicilombard.com</a> (Customer Support section).
- iii. In case your complaint is not fully addressed by the insurer, you may use the Integrated

Grievance Management System (IGMS) for escalating the complaint to IRDA. Through IGMS you can register your complaint online and track its status. For registration please visit IRDA website <a href="www.irda.gov.in">www.irda.gov.in</a>. If the issue still remains unresolved, you may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

# **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable)
E-mail: Customersupport@icicilombard.com



The details of Insurance Ombudsman are available below:-

Sr. No.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD - Shri Kuldip Singh	Gujarat, Dadra & Nagar Haveli, Daman and
	Office of the Insurance Ombudsman, Jeevan Prakash	Diu.
	Building, 6th floor, Tilak Marg, Relief Road,	
	Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06	
	Email: bimalokpal.ahmedabad@cioins.co.in	
2	BENGALURU - Smt. Neerja Shah	Karnataka
_	Office of the Insurance Ombudsman,	Namada
	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	
3	BHOPAL - Shri Guru Saran Shrivastava	Madhya Pradesh
	Office of the Insurance Ombudsman,	Chattisgarh.
	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	
4	BHUBANESHWAR - Shri Suresh Chandra Panda	Orissa.
	Office of the Insurance Ombudsman,	
	62, Forest park,	
	Bhubneshwar – 751 009.	
	Tel.: 0674 - 2596461 /2596455	
	Fax: 0674 - 2596429	
5	Email: bimalokpal.bhubaneswar@cioins.co.in CHANDIGARH - Dr. Dinesh Kumar Verma	Dunich
5		Punjab,
	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor,	Haryana, Himachal Pradesh,
	Batra Building, Sector 17 – D,	Jammu & Kashmir,
	Chandigarh – 160 017.	Chandigarh.
	Tel.: 0172 - 2706196 / 2706468	Chandigam.
	Fax: 0172 - 2708274	
	Email: bimalokpal.chandigarh@cioins.co.in	
6	CHENNAI - Shri M. Vasantha Krishna	Tamil Nadu,
	Office of the Insurance Ombudsman,	Pondicherry Town and
	Fatima Akhtar Court, 4th Floor, 453,	Karaikal (which are part of
	Anna Salai, Teynampet,	Pondicherry).
	CHENNAI – 600 018.	, , , , , , , , , , , , , , , , , , , ,
	Tel.: 044 - 24333668 / 24335284	
	Fax: 044 - 24333664	
	Email: bimalokpal.chennai@cioins.co.in	
7	DELHI - Shri Sudhir Krishna	Delhi

# **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

Alternate no: 86552 22666 (chargeable)
E-mail: Customersupport@icicilombard.com



	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	
8	GUWAHATI - Shri Kiriti .B. Saha	Assam,
	Office of the Insurance Ombudsman,	Meghalaya,
	Jeevan Nivesh, 5th Floor,	Manipur,
	Nr. Panbazar over bridge, S.S. Road,	Mizoram,
	Guwahati – 781001(ASSAM).	Arunachal Pradesh,
	Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
	Email: bimalokpal.guwahati@cioins.co.in	
9	HYDERABAD - Shri I. Suresh Babu	Andhra Pradesh,
	Office of the Insurance Ombudsman,	Telangana,
	6-2-46, 1st floor, "Moin Court",	Yanam and
	Lane Opp. Saleem Function Palace,	Part of Territory of Pondicherry.
	A. C. Guards, Lakdi-Ka-Pool,	. a.t or remain or remaining.
	Hyderabad - 500 004.	
	Tel.: 040 - 67504123 / 23312122	
	Fax: 040 – 23376599	
	Email: bimalokpal.hyderabad@cioins.co.in	
	Email: bimalokpai:nyderabad@cioins.co.iii	
10	JAIPUR - Smt. Sandhya Baliga	Rajasthan.
10	Office of the Insurance Ombudsman,	rajastriari.
	Jeevan Nidhi – II Bldg., Gr. Floor,	
	Bhawani Singh Marg,	
	Jaipur - 302 005.	
	Tel.: 0141 - 2740363	
	Email: Bimalokpal.jaipur@cioins.co.in	
11	ERNAKULAM - Ms. Poonam Bodra	Kerala,
'''	Office of the Insurance Ombudsman,	Lakshadweep,
	2nd Floor, Pulinat Bldg.,	Mahe-a part of Pondicherry.
	Opp. Cochin Shipyard, M. G. Road,	Mane-a part of Fondicherry.
	Ernakulam - 682 015.	
	Tel.: 0484 - 2358759 / 2359338	
	Fax: 0484 - 2359336	
	Email: <u>bimalokpal.ernakulam@cioins.co.in</u>	
10	KOLKATA - Shri P. K. Rath	Wost Rongol
12		West Bengal,
	Office of the Insurance Ombudsman,	Sikkim,
	Hindustan Bldg. Annexe, 4th Floor,	Andaman & Nicobar Islands.
	4, C.R. Avenue,	
	KOLKATA - 700 072.	
	Tel.: 033 - 22124339 / 22124340	
	Fax: 033 - 22124341	
	Email: <u>bimalokpal.kolkata@cioins.co.in</u>	
10	THOMAS A THE	Birth (IIII B. I. I
13	LUCKNOW -Shri Justice Anil Kumar Srivastava	Districts of Uttar Pradesh :
	Office of the Insurance Ombudsman,	Laitpur, Jhansi, Mahoba, Hamirpur,
	6th Floor, Jeevan Bhawan, Phase-II,	Banda, Chitrakoot, Allahabad,
	Nawal Kishore Road, Hazratganj,	Mirzapur, Sonbhabdra, Fatehpur,
	Lucknow - 226 001.	Pratapgarh, Jaunpur, Varanasi,

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]

Toll free no.: 1800 2666

**Alternate no:** 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com



	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310	Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,
	Email: bimalokpal.lucknow@cioins.co.in	Barabanki, Raebareli, Sravasti,
	Email: bimaloxpal.lucknow@cioins.co.iii	Gonda, Faizabad, Amethi,
		Kaushambi, Balrampur, Basti,
		Ambedkarnagar, Sultanpur,
		Maharajgang, Santkabirnagar,
		Azamgarh, Kushinagar, Gorkhpur,
		Deoria, Mau, Ghazipur, Chandauli,
		Ballia, Sidharathnagar.
14	MUMBAI - Shri Milind A. Kharat	Goa,
	Office of the Insurance Ombudsman,	Mumbai Metropolitan Region
	3rd Floor, Jeevan Seva Annexe,	excluding Navi Mumbai & Thane.
	S. V. Road, Santacruz (W),	
	Mumbai - 400 054.	
	Tel.: 022 - 26106552 / 26106960	
	Fax: 022 - 26106052	
	Email: bimalokpal.mumbai@cioins.co.in	
15	NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following
	Office of the Insurance Ombudsman,	Districts of Uttar Pradesh:
	Bhagwan Sahai Palace	Agra, Aligarh, Bagpat, Bareilly,
	4th Floor, Main Road,	Bijnor, Budaun, Bulandshehar, Etah,
	Naya Bans, Sector 15,	Kanooj, Mainpuri, Mathura, Meerut,
	Distt: Gautam Buddh Nagar,	Moradabad, Muzaffarnagar, Oraiyya,
	U.P-201301.	Pilibhit, Etawah, Farrukhabad,
	Tel.: 2514252 / 2514253	Firozbad, Gautambodhanagar,
	Email: bimalokpal.noida@cioins.co.in	Ghaziabad, Hardoi, Shahjahanpur
16	PATNA - Shri N. K. Singh	Bihar,
	Office of the Insurance Ombudsman,	Jharkhand.
	1st Floor,Kalpana Arcade Building,	
	Bazar Samiti Road,	
	Bahadurpur,	
	Patna 800 006.	
	Tel.: 0612-2680952	
	Email: bimalokpal.patna@cioins.co.in	
17	PUNE - Shri Vinay Sah	Maharashtra,
	Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane
	Jeevan Darshan Bldg., 3rd Floor,	excluding Mumbai Metropolitan
	C.T.S. No.s. 195 to 198,	Region.
	N.C. Kelkar Road, Narayan Peth,	
	Pune – 411 030.	
	Tel.: 020-41312555	
	Email: <u>bimalokpal.pune@cioins.co.in</u>	

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

## **ICICI Lombard General Insurance Company Limited**

IRDA Reg. No. 115 Mailing Address:

601 & 602, 6th Floor, Interface 16, New Linking Road, Malad (West) Mumbai - 400 064 CIN: L67200MH2000PLC129408 Registered Office Address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025 UIN: IRDAN115CP0004V01202122 [4037/P]
Toll free no.: 1800 2666

**Alternate no**: 86552 22666 (chargeable) **E-mail**: Customersupport@icicilombard.com