PREMISES POLLUTION LIABILITY INSURANCE POLICY: SCHEDULE

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 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 limit of indemnity/ appropriate benefit will be paid by the Company.

POLICY SCHEDULE

POLICY NO: 4092/_____

THE INSURED:

Mailing Address:

COVERED LOCATIONS:

INSURED CONTRACTS:	None
COVERED KNOWN CONDITIONS:	None
COVERED UNDERGROUND STORAGE TANKS	None

LIMIT OF LIABILITY for any one POLLUTION CONDITION:
POLICY LIMIT OF LIABILITY:

TERRITORIAL SCOPE:

JURISDICTION: India

PERIOD OF INSURANCE:

(a) **FROM:**) both
TO:) inclusive) dates

(b) any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium

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(a) **RETROACTIVE DATE:**

(b) **REVERSE RETROACTIVE DATE:** NA

RENEWAL DATE: May 01, 2017

	INSURED/NOT INSURED	EXCESS
SECTION 1	Insured	
SECTION 2	Insured	
SECTION 3	Insured	
SECTION 4	Insured	
		DEDUCTIBLE PERIOD
SECTION 5	Insured	

Basic Premium:
Service Tax @14%:
Swachh Bharat Cess @0.5%
Krishi Kalyan Cess @ 0.5%
Total Premium:

ENDORSEMENTS APPLICABLE:

COUNTERSIGNED: **DATE:**

Authorised Signatory

THIS POLICY APPLIES ONLY IN RESPECT OF THOSE SECTIONS STATED IN THE SCHEDULE AS BEING INSURED

PREMISES POLLUTION LIABILITY POLICY: INDICATIVE POLICY WORDING

Scope of Cover

Section 1. Own Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that such Pollution Condition is first discovered by the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

Section 2. Imposed Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule where such Remediation Costs result from Regulatory Action or the requirement of a third party first imposed during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses incurred in respect of such Regulatory Action or third party requirement.

Section 3. Legal Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

(a) Bodily Injury
(b) Property Damage
(c) Trespass Nuisance or Obstruction

Arising out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any claim to which this Section applies.

Section 4. Transportation Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

(a) Bodily Injury
(b) Property Damage
(c) Trespass Nuisance or Obstruction

Arising from any Pollution Condition which is caused by products or waste of the Insured during Transportation provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period

The Company will also

(i) Pay Costs and Expenses in respect of any claim to which this Section applies

(ii) Pay on behalf of the Insured the Remediation Costs which arise out of such Pollution Condition.

Section 5. Business Interruption

The Company will subject to the Limit Liability pay for Business Interruption Loss incurred by the Insured during the Period of Interruption resulting directly from a Pollution Condition provided that the Business Interruption Loss is notified to the Company during the Period of Insurance or during any applicable Extended Reporting Period.

SIGNED for and on behalf of the Company

Authorised Signatory

This Policy shall constitute the entire contract between the parties, and should be checked and if incorrect returned immediately for correction.

DEFINITIONS

1. Biodiversity Damage shall mean

Injury to or damage sustained by or destruction or loss of fish wildlife biota land air water groundwater drinking water supplies and other similar resources belonging to managed by held in trust by appertaining to or otherwise controlled by any Regulatory Authority

2. Bodily Injury shall mean

Bodily injury to any person and shall include

2.1 Death illness and disease

2.2 Mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.

3. Business Income shall mean

3.1 Net profit or loss, before tax, including rental income from tenants, which would have been realized had there been no Business Interruption

3.2 The Insured's continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees)

3.2 Costs incurred by the Insured as rent for temporary premises when a portion of a Covered Location becomes untenantable due to a covered Pollution Condition and temporary premises are required to continue the Insured's operations. Such rental costs cannot exceed the fair rental value of the untenantable portion of the Covered Location

4. Business Interruption shall mean

Necessary partial or complete suspension of the Insured's operations at a Covered Location arising from a Pollution Condition covered under this Policy

5. Business Interruption Loss shall mean

5.1 Business Income

5.2 Extra Expense

5.3 Delay Expense

6. Costs and Expenses shall mean

6.1 Costs and expenses recoverable by any claimant or government or Regulatory Authority from the Insured

6.2 Costs and expenses incurred with the written consent of the Company

6.3 The solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction

6.4 Compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company

(1) Any director or partner of the Insured INR 10,000

(2) Any Employee INR 4,000

7. **Covered Location** shall mean

Those locations shown as such in the Schedule

8. **Delay Expense** shall mean

For a Covered Location under development, where a Pollution Condition covered under this Policy causes a delay in the completion of development, any of the following expenses incurred

8.1 Additional interest on money the Insured has borrowed to finance the construction, development, or remediation of a project at a Covered Location

8.2 Additional realty taxes and other assessments

8.3 Additional advertising or promotional expense

8.4 Additional expense(s) incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense; and

8.5 Additional engineering, architectural, and consulting fees.

9. **Employee** shall mean

Any person under a contract of service or apprenticeship with the Insured and Employee shall also include the following while working for the Insured in which case they will be considered to be employed by the Insured

9.1 Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
9.2 Any labour master and any person supplied by him
9.3 Any person engaged as a labour only sub-contractor and any person supplied by him
9.4 Any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
9.5 Any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
9.6 Any work experience student or trainee

10. **Environment Law** shall mean

Any law governing the liability of the Insured with respect to Pollution Conditions

11. **Excess** shall mean

That part of any claim expressed as an amount in the Schedule

12. **Extended Reporting Period** shall mean

Any additional period of time as specified in this Policy within which the Insured is entitled to notify a claim to the Company

13. **Extra Expense** shall mean

Costs incurred by the Insured, due to a Pollution Condition covered under this Policy, that are necessary to avoid or mitigate any Business Interruption. Such costs must be incurred in order to minimize the amount of Business Income that would otherwise be incurred.

14. **Fungi** shall mean

Any type or form of fungus including mould or mildew and any mycotoxins spores scents or by products produced or released by Fungi

15. **Insured** shall mean

The party or parties described as such in the Schedule

16. **Limit of Liability** shall mean

16.1 The maximum amount as stated in the Schedule as Limit of Liability for any one Pollution Condition which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss arising from any one Pollution Condition

16.2 The maximum amount as stated in the Schedule as Policy Limit of Liability which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss pertaining to any one Period of Insurance

17. **Period of Insurance** shall mean

The period stated in the Schedule

18. **Period of Interruption** shall mean

The period of time during which operations are necessarily suspended at a Covered Location as a result of a Pollution Condition, commencing with the date on which such operations were first suspended. If Business Interruption delays the start of the Insured's operations, the Period of Interruption will begin on the date the operations would have begun if the Pollution Condition had not resulted in Business Interruption.

The Period of Interruption will end on the date that the subject Pollution Condition has been remedied to the point at which the Insured's normal operations could reasonably be restored.

19. **Pollution Condition** shall mean

The discovery discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant including smoke soot vapours fumes acids alkalis chemicals Fungi hazardous substances hazardous materials and waste materials into or upon land structures thereon the atmosphere surface water or groundwater

20. **Property Damage** shall mean

20.1 Loss of or damage to material property
20.2 Loss of use of material property which is not physically damaged
20.3 Diminishment in value of material property of a third party
20.4 Biodiversity Damages

21. **Regulatory Action** shall mean

Any action taken or any liability imposed by any Regulatory Authority under Environment Law

22. **Regulatory Authority** shall mean

Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under Environment Law.

23. **Remediation Costs** shall mean

Reasonable expenses incurred in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions to the extent required by Environment Law including

23.1 Reasonable legal costs incurred with the written consent of the Company
23.2 Replacement Costs

24. Replacement Costs shall mean

Expenses necessarily incurred in the repair or replacement of real property due to damage sustained in the course of responding to a Pollution Condition other than expenses incurred in respect of any improvements or betterments

25. Responsible Official shall mean

Any employee of the Insured who is or was responsible for environmental matters control or compliance at a Covered Location or any officer director or partner of the Insured

26. Transportation shall mean

The movement of the Insured's products or waste by a person or entity other than the Insured engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination

27. Trespass Nuisance or Obstruction shall mean

Trespass nuisance or obstruction or interference with any easement right of air light water or way.

28. Underground Storage Tank shall mean

Any tank and associated piping and appurtenance which tank has more than 10% of its volume below ground.

EXTENSIONS

1. Indemnity to Others

At the request of the Insured the Company will also indemnify in the terms of this Policy any director partner or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

Provided that

(a) Such person(s) shall not be entitled to indemnity under any other policy
(b) Such person(s) shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply
(c) The Limit of Liability shall not be increased hereby.

2. Cross Liabilities

Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby.

EXCLUSIONS

This Policy does not apply to liability, Costs and Expenses, Remediation Costs or Business Interruption Loss

1. Radioactive Contamination

Of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1.1 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
1.2 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. Contractual Liability

Assumed under any contract or agreement unless

2.1 Such liability would have attached in the absence of such contract or agreement or
2.2 Such contract or agreement is listed in the Schedule as an Insured Contract

3. Employees

In respect of Bodily injury sustained by any Employee arising out of and in the course of employment by the Insured

4. Custody or Control

In respect of loss of damage to loss of use of or diminishment in value of property belonging to the Insured or in the custody or control of the Insured or any Employee or agent of the Insured other than in respect of Remediation Costs

5. Fines/Liquidated Damages/Penalties

For fines liquidated damages punitive or exemplary damages or under any penalty clause

6. Aircraft/Watercraft/Vehicles

Arising from or caused by the ownership possession control or use by or on behalf of the Insured beyond the boundaries of Covered Locations of

6.1 Any aerospatial device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel
6.2 Any mechanically propelled vehicle or trailer attached thereto

This Exclusion does not apply to Section 4

7. War

Directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power occurring after commencement of this Policy.

8. Asbestos and Lead

Arising out of or related in any way to

8.1 Asbestos or asbestos-containing materials or

8.2 Lead or lead-containing materials

On or in structures and the Company shall have no duty of any kind with respect to any such liability

9. Naturally Occurring Materials

Arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present at a Covered Location in concentrations which are in excess of their natural concentration

10. Known Conditions

Arising from any Pollution Condition which was in existence and was known to any Responsible Official prior to the commencement of this Policy unless listed in the Schedule under Covered Known Conditions

11. Internal Expenses

For expenses incurred by the Insured for services performed by the salaried staff and employees of the Insured

12. Underground Storage Tanks

12.1 Arising from Pollution Conditions which emanate from an Underground Storage Tank
12.2 The presence of which was known to a Responsible Official prior to the commencement of this Policy and

Which is not listed in the Schedule under Covered Underground Storage Tanks

13. Excess

For the amount of the Excess shown in the Schedule

14. Intentional Non-compliance

Arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute regulation administrative complaint notice of violation notice letter instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by a Responsible Official.

15. Terrorism

Caused by or arising from

15.1 An Act of Terrorism and/or
15.2 Remediation Costs, Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Costs and Expenses 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.

For the purpose of this Exclusion 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 organisation(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.

If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured.

16. Retroactive Date

Arising from a Pollution Condition which first commences

16.1 Prior to the Retroactive Date stated in the Schedule
16.2 Subsequent to the Reverse Retroactive Date stated in the Schedule

17. Deductible Period

In respect of Business Interruption Loss incurred during the Deductible Period stated in the Schedule

SPECIAL CONDITIONS

1. Extended Reporting Period

In the event of either this Policy not being renewed or cancellation as specified in Condition 9

(a) And provided that no other insurance has been arranged to replace all or part of this Policy the Insured shall be entitled to an Extended Reporting Period of 60 days commencing from the date of non-renewal or cancellation
(b) The Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in (a) above.

Provided that

(i) This Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance
(ii) Any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
(iii) The Insured's intention to exercise the option described in (b) above is confirmed to the Company in writing prior to the expiry of the Period of Insurance

2. Multiple Claims

If the Company or any of its affiliates issues a claims-made Premises Pollution Liability coverage in respect of the Covered Location for more than one policy period and:

(a) The discovery of Pollution Conditions is reported to the Company in accordance with the terms and conditions of this Policy, then all such Pollution Conditions and any related, resultant, repeated, or continuous Pollution Conditions which are reported to the Company during any subsequent policy period shall be deemed to have been discovered during the Period of Insurance in which the first discovery was made

(b) A claim in respect of Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Remediation Costs is first made against the Insured and reported to the Company in writing in accordance with the terms and conditions of this Policy, then all claims arising out such Pollution Conditions, or arising out of any related, resultant, repeated, or continuous Pollution Conditions, shall be deemed to have been first made and reported during the Period of Insurance in which the claim was first made against the Insured provided that the Insured has maintained Premises Pollution Liability coverage with the Company or one of its affiliates on a continuous, uninterrupted basis since the discovery of such Pollution Condition or the first such claim was made against the Insured, and reported to the Company.

CONDITIONS

1. **Interpretation**

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

For the purposes of this Policy Proposal shall mean any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

2. **Choice of Law**

This Policy of insurance shall be governed by and construed in accordance with the laws of India.

3. **Alteration**

The Insured shall give notice to the Company of any material change in use of any Covered Location and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any occurrence due altogether or in part to any such alteration or change.

4. **Precautions**

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that the Insured at their own expense shall take all reasonable precautions to prevent circumstances which may give rise to a claim under this Policy.

5. **Claims Procedure**

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy

(a) The Insured shall
    (1) Give written notice thereof (and full particulars of the occurrence) to the Company as soon as possible
    (2) Notify the Company in writing as soon as possible he/they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
    (3) Forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
    (4) Give all such information and assistance as the Company may require
(b) The Insured shall not negotiate admit liability or make any promise payment or settlement without the Company's written consent
(c) The Insured shall not incur any Remediation Costs without the written consent of the Company, except in the event of an imminent and substantial threat to human health or the environment
(d) The Company shall be entitled
    (1) If and so long as it desires to take over and have the sole conduct and control of any claim, remediation and legal proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
    (2) To prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.

6. **Discharge of Liability**

The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder.

7. **Other Insurance**

If there is any other insurance in force which covers a loss or liability which is also covered by this Policy the Company will pay on behalf of the Insured as if such other insurance was not in force and will waive any rights of recourse against the Company(s) who provide such other insurance.

8. **Inspection and Audit**

The Company shall have the right but not the duty to inspect any Covered Location and to take samples therefrom. Such right and any resultant findings shall not imply that such Covered Location is safe or in compliance with any law.

The Company shall have the right but not the duty to examine and audit the Insured's books and records during the Period of Insurance and within 3 consecutive years commencing from the cessation of this Policy.

9. **Cancellation**

The insured can cancel the policy at any time during the term, by informing the company.

The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

10. **Contracts (Rights of Third Parties) Act 2001 Exclusion**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

11. **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, misdescription 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.

12. **Reasonable Care**

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

13. **Observance of terms and conditions**

The due observance and fulfilment 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.

14. **Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk 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.

15. **Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

16. **No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge 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.

17. **Notice of charge etc.**

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

18. **Special Provisions**

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

19. **Electronic Transactions**

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, or the Company's other products and services, 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. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

20. **Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the Insured, be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will assist in any way the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

21. **Subrogation**

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

22. **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 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.

23. **Cause of Action/ Currency for Payments**

No Claim shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in the Schedule to this policy. All claims shall be payable in India in Indian Rupees only, unless otherwise specifically mentioned in the Schedule to this policy.

24. **Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

25. **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)*

26. **Renewal notice**

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 hereby given. No renewal receipt

shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

27. **Notices**

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part I of the Schedule.

In case of the Insurer:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House
414, Veer Savarkar Marg [Near Siddhi Vinayak Temple]
Prabhadevi, Mumbai, India– 400025

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

28. **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.

29. **Claim Clause/ Settlement of Claim**

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1.Claim bill / Claim Form duly filled up

2.Photographs / Video of damaged property/item under claim

3.Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc.

4.FIR / Final Police investigation report wherever applicable

5.For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.

6.For items which are under claim & not to be repaired or reinstated, documents substantiating the

quantum & value of the items under claim

7.Offer for retention of salvage, if any

8.KYC / NEFT Details as per AML guidelines

9.Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate

10.Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable.

30. **Grievance Redressal**

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman 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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman 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	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011.	Madhya Pradesh, Chattisgarh.

	Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman 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	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.

	A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman 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	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, 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.
14	MUMBAI Insurance Ombudsman 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: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman 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	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
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.

17	PUNE Insurance Ombudsman 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: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.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.

The updated details of Insurance Ombudsman are available on IRDAI website: **www.irdai.gov.in**, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, our website www.icicilombard.com or can be obtained from any of our offices.