EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Policy Number:			Issue at:	
1)	**Named Organization** **Address**	**:** **:**		
2)	**Policy Period**	**:**	From	
			To	
3)	**Limit of Liability**	**:**	This is the aggregate Limit of Liability, save to the extent otherwise stated in the Policy.	
4)	**Retention**	**:**		
5)	**Insuring Clauses**	**:**	INSURING AGREEMENT (A)	Included/Not Included
			INSURING AGREEMENT (B)	Included/Not Included
6)	**Discovery Period Options**	a	12 months	
	Discovery Period Premium	b	100% of the annual premium	
7)	**Prior/Pending Litigation Date**	**:**		
8)	**Address of Notification of Claim**	**:**	Head - Customer Service Department **ICICI Lombard General Insurance Company Ltd** Delta Plaza (Old TATA Press Building), Veer Savarkar Marg, Prabhadevi (W), Mumbai-400 025	
9)	**Retroactive Date**	**:**		
10)	**Endorsements attached at inception**	**:**		
11)	**Premium**	**:**		
12)	**Territory**	**:**		
13)	**Date of Application**	**:**		
14)	**Insurer**	**:**	**ICICI Lombard General Insurance Company Ltd**	

			# 414, Veer Savarkar Marg [Near Siddhi Vinayak Temple], Prabhadevi, Mumbai, India– 400 025

Authorised signatory

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the payment of the premium, and in reliance upon the statements made in the **Application**, including attachments, all of which are made a part hereof, and subject to the Declarations and the limitations, conditions, provisions, any endorsements to and all other terms of this policy, the **Insurer** and the **Insureds** agree as follows:

INSURING AGREEMENTS

(A) The **Insurer** will pay to the **Insureds** all **Loss** arising from **Claims** first made during the **Policy Period** or Discovery Period (if applicable) against the **Insureds** for **Employment Practices Wrongful Acts**.

(B) If it is stated in the Declarations that coverage has been provided under this INSURING AGREEMENT (B), the **Insurer** will pay to the **Insureds** all **Loss** arising from **Claims** first made during the **Policy Period** or Discovery Period (if applicable) against the **Insureds** for **Third Party Wrongful Acts**.

EXTENSIONS

(A) This Policy will afford coverage for **Claims** for **Wrongful Acts** of an **Insured Person** if such **Claims** are made against the estates, heirs, legal representatives or assigns of an **Insured Person** who is deceased or against the legal representatives or assigns of an **Insured Person** who is incompetent, insolvent or bankrupt, to the extent that such **Claims** would have been covered by this Policy in the absence of such death, incompetence, insolvency or bankruptcy.

(B) This Policy will afford coverage for **Claims** for **Wrongful Acts** of an **Insured Person** if such **Claims** are made against the **Insured Person's** lawful spouse solely by reason of such spouse's legal status as a spouse of the **Insured Person** or such spouse's ownership interest in property which a claimant seeks as recovery for alleged **Wrongful Acts** of the **Insured Persons**. For purposes of the Policy, amounts which such spouse becomes legally obligated to pay by reason of such **Claim** will be treated as **Loss** which the **Insured Person** is legally obligated to pay on account of the **Claim** made against the **Insured Person**. This coverage extension does not apply, however, to the extent the **Claim** alleges any act, error, omission, misstatement, misleading statement, misrepresentation, misconduct, neglect or breach of duty by the **Insured Person's** spouse.

DEFINITIONS

(A) **Application** means the application attached to and forming part of this Policy, including any materials submitted in connection with such application, all of which are deemed a part of the Policy.

(B) **Claim** means:

(1) any written demand;

(2) any written request or agreement to toll any applicable statute of limitations;
(3) any civil proceeding commenced by service of a complaint or similar pleading;
(4) any arbitration, mediation or other similar dispute resolution proceeding; or
(5) any administrative or regulatory proceeding, including proceedings before the Equal Employment Opportunity Commission ("EEOC") or any similar agency of any state or local government in any other jurisdiction, commenced by the filing of a notice of charges, formal investigative order or similar document;

seeking monetary or non-monetary relief. Claim also means any criminal proceeding, and any appeal from any proceeding referred to in this Definition.

However, in no event, shall the term Claim include any labour or grievance proceeding which is subject to a collective bargaining agreement.

(C) **Defense Costs** means reasonable legal fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond) resulting from the investigation, adjustment, defense or appeal of a **Claim** against an **Insured**, but excluding salaries, wages, benefits or overhead expenses of any **Insured Person**.

(D) **Employee** means any individual whom the **Insured Organization** compensates by salary, wages and/or commissions and whose labor or service is engaged by and directed by the **Insured Organization**, including leased, seasonal, temporary, contract, volunteer and part-time employees. Employee means any individual who is an independent contractor of the **Insured Organization** but only if the **Insured Organization** is obligated to provide indemnification to such individual in the same manner as it is obligated to provide indemnification to its other employees.

(E) **Employment Practices Wrongful Act** means any of the following actually or allegedly committed by an **Employee** occurring in the connection with the claimant's employment or application for employment with the **Insured Organization**:

(1) discrimination;
(2) retaliation;
(3) sexual or other harassment;
(4) wrongful termination;
(5) breach of implied, oral or written employment contract;
(6) wrongful discipline;
(7) wrongful deprivation of career opportunity;
(8) wrongful demotion or change in employment status;
(9) wrongful evaluation;
(10) negligent hiring, supervision or retention;
(11) failure to promote;
(12) failure to grant tenure;
(13) failure to adopt or comply with adequate workplace or employment policies or procedures;
(14) failure to train;
(15) invasion of privacy;
(16) defamation, including but not limited to libel and slander;
(17) false imprisonment;
(18) infliction of emotional distress; or

(19) any other employment-related tort.

(F) **Insured** means the **Insured Persons** and the **Insured Organization**.

(G) **Insured Organization** means the **Named Organization** and any **Subsidiary** thereof.

(H) **Insured Person** means any past, present or future director, officer, managing member, manager or **Employee** of the **Insured Organization**.

(I) **Loss** means **Defense Costs** and any damages, settlements, judgments, back pay awards and front pay awards, pre- and post-judgment interest, or other amounts (including claimants' attorneys' fees awarded pursuant to a court order or judgment) that an **Insured** is legally obligated to pay as a result of any **Claim**. Notwithstanding the foregoing, Loss will not include: (1) earned wages, (2) fines, taxes, penalties or matters which are uninsurable under the law or (3) stock options owed pursuant to any agreement, 4) punitive, exemplary damages, the multiplied portion of any multiplied damage award, liquidated damages

(J) **Named Organization** means the entity designated as such in Item 1 of the Declarations.

(K) **Policy Period** means the period set forth in Item 2 of the Declarations, subject to prior termination or cancellation pursuant to CONDITION (D).

(L) **Pollutants** means any seepage, pollution or contamination, including but not limited to any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, and materials to be recycled, reconditioned or reclaimed.

(M) **Subsidiary** means any entity:

Any entity which the **Named Organization** or a Subsidiary:

(a) holds more than 50% of the issued share capital or equity; or

(b) controls through having the right to appoint or remove the majority of its board of directors; or

(c) controls, alone, or pursuant to a written agreement with other shareholders or members, a majority of the voting rights; or

(d) controls through control of the composition of the board of directors.

The coverage afforded under this Policy with respect to **Claims** against a Subsidiary or any **Insured Person** thereof will apply only in respect of **Wrongful Acts** committed or allegedly committed after the effective time that such entity becomes a Subsidiary and prior to the time that such entity ceases to be a Subsidiary.

(N) **Third Party** means any person, other than an **Insured Person**, with whom an **Insured** interacts.

(O) **Third Party Wrongful Act** means:

(1) actual or alleged discrimination by an **Insured** in his or her capacity as such against a **Third Party** based on such **Third Party's** race, color, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference, or other status that is protected pursuant to any applicable federal, state or local statute or ordinance; or

(2) actual or alleged sexual or other harassment by an **Insured** against a **Third Party**.

(P) **Wrongful Act** means an **Employment Practices Wrongful Act** or, if optional INSURING AGREEMENT (B) is purchased, a **Third Party Wrongful Act**.

EXCLUSIONS

(A) The **Insurer** will not be liable to make any payment of **Loss** in connection with a **Claim**:

(1) arising out of, based upon or attributable to the commission by any **Insured** of any deliberately fraudulent or criminal act if there has been a final adjudication establishing that such **Insured** so acted;

(2) for any actual or alleged bodily injury (other than emotional distress or mental anguish), sickness, disease or death of any person or damage to or destruction of any tangible property, including the loss of use thereof;

(3) arising out of, based upon or attributable to facts or circumstances alleged in any **Claim** which has been reported, or with respect to which any notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;

(4) arising out of, based upon or attributable to any demand, suit or proceeding in which a **Wrongful Act** is or was alleged and which was pending against any **Insured** on or prior to the Prior or Pending Date set forth in Item 7 of the Declarations, or alleging or derived from the same or essentially the same facts or circumstances as alleged therein;

(5) arising out of, based upon or attributable to a **Wrongful Act** is committed before the Retroactive Date Set forth in Item 9 of the Declarations.

(6) for any actual or alleged violation of any provision of the Employee Retirement Income Security Act of 1974 other than Section 510 thereof, the Fair Labor Standards Act other than the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security or disability benefits law or any amendments thereto, or any other similar provisions of any federal, state or local statutory or common law or any rules and regulations promulgated under any of the foregoing; provided, that this EXCLUSION (A)(6) shall not apply to any **Claim** for actual or alleged retaliation; or

(7) for the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** or any direction or request to test for, monitor, clean up, remove, contain,

treat, detoxify or neutralize **Pollutants**; provided, that this EXCLUSION (A)(6) will not apply to any **Claim** for actual or alleged retaliation.

(B) The **Insurer** will not be liable to make any payment of **Loss**, other than **Defense Costs**, which constitutes:

(1) amounts owing under or assumed by an **Insured** pursuant to any express written contract or agreement; provided, that this EXCLUSION (B)(1) will not apply to the extent such **Insured** would be liable for such **Loss** in the absence of such contract or agreement,

(2) costs associated with complying with an order, judgment or award of, or agreement to provide, non-monetary relief, including costs associated with providing reasonable accommodations under, or otherwise complying with, the Americans with Disabilities Act and any amendments thereto, any other similar provisions of any federal, state or local statutory or common law or any rules and regulations promulgated under any of the foregoing;

(3) compensation earned by a claimant in the course of employment but not paid by the **Insured Organization**, including any unpaid salary, wages, bonus, severance pay, retirement benefits, vacation pay or sick pay; provided, that this EXCLUSION (B)(3) will not apply to: (a) any back pay or front pay;

(4) medical or insurance benefits (or the equivalent thereof) to which a claimant allegedly was entitled or would have been entitled had the **Insured Organization** provided the claimant with a continuation or conversion of such benefits or insurance.

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the above EXCLUSIONS.

DISCOVERY PERIOD

If the **Insurer** refuses to renew this Policy and the policy is not replaced by any other policy, **Named Organization** will have the right, upon payment of the Discovery Period Premium set forth in Item 6(b) of the Declarations, to an extension of the coverage granted by this Policy for the period set forth in Item 6(a) of the Declarations following the effective date of such non-renewal (the "Discovery Period"), but only with respect to any **Wrongful Act** taking place before the end of the **Policy Period**. A written request for this extension, together with payment of the Discovery Period Premium, must be made before the effective date non-renewal of the Policy. Such Discovery Period Premium will be deemed to be fully earned as of the inception of the Discovery Period.

If after the commencement of such Discovery Period, the Policy is renewed or replaced, the Discovery Period shall automatically terminate. An offer of renewal terms which are different from the present terms and which are not accepted by the **Named Organization** shall not be construed as a refusal to renew**.**

CONDITIONS

(A) Limit of Liability and Retention

1) The **Insurer's** maximum aggregate liability for all **Loss** on account of all **Claims** first made during the **Policy Period** will not exceed the Limit of Liability set forth in Item 3 of the Declarations.

2) **Defense Costs** will be part of and not in addition to the Limit of Liability, and payment of **Defense Costs** will reduce the Limit of Liability. **Defense Costs**, as incurred, will also be applied against the applicable retention.

3) With respect to each **Claim**, the **Insurer** will be liable only for the amount of **Loss** which is in excess of the applicable retention stated in Item 4 of the Declarations. Such retention is to be borne by the **Insureds** and remain uninsured. A single retention will apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or related **Wrongful Acts**.

4) No retention will apply to **Loss**, including **Defense Costs**, incurred by **Insured Persons** for which the **Insured Organization** is not permitted or for which the **Insured Organization** fails to indemnify solely by reason of its financial insolvency.

5) The **Insurer** will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or to continue to defend any **Claim**, after the **Insurer's** maximum aggregate limit of liability, as set forth in Item 3 of the Declarations, has been exhausted by the payment of **Loss**, including **Defense Costs**. If the **Insurer**'s maximum aggregate limit of liability, as set forth in Item 3 of the Declarations, is exhausted by the payment of **Loss**, including **Defense Costs**, the premium will be fully earned.

(B) Notice of **Claims** and Reporting Provisions

1) The **Insureds** must, as a condition precedent to the obligations of the **Insurer** under this Policy, give written notice, including full details, to the **Insurer** of any **Claim** as soon as practicable after it is made and in any case within the **Policy Period**.

2) If written notice of a **Claim** has been given to the **Insurer** pursuant to CONDITION (B)(1) above, then any **Claim** subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** of which such notice has been given, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in the **Claim** of which such notice has been given, will be considered to have been made at the time such notice was given. All **Claims** alleging, arising out of, based upon or attributable to the same facts, circumstances, situations, transactions or events or to a series of related facts, circumstances, situations, transactions or events will be considered to be a single **Claim** and will be considered to have been made at the time the earliest such **Claim** was made.

3) If, during the **Policy Period** or the Discovery Period (if applicable), the **Insureds** become aware of any circumstances which may reasonably be expected to give rise to a **Claim** against the **Insureds** and if, before the end of the **Policy Period** or the Discovery Period (if applicable), the **Insureds** give written notice to the **Insurer** of the circumstances and

the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, potential claimants and the consequences which have resulted or may result from such circumstances, then any **Claim** subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances will be considered to have been made at the time such notice of circumstances was given.

4) All notices under this CONDITION (B) must refer to the Policy Number, must be in writing, must request coverage under this Policy, and must be given to the address set forth in Item 8 of the Declarations.

(C) Defense and Settlement

1) The **Insurer** does not assume any duty to defend. The **Insured** will have the right to defend any **Claim**. The **Insurer** shall have the right to effectively associate with the **Insured** in the defence and settlement of any **Claim** that appears reasonably likely to involve the **Insurer**, including but not limited to effectively associating in the negotiation of any settlement.

2) With the express written consent of the **Insurer** (which may not be unreasonably withheld), the **Insureds** shall select defense counsel to defend any **Claim**.

3) The **Insurer** may make any investigation it deems necessary and may, with the written consent of the **Insureds** (which may not be unreasonably withheld), make any settlement of a **Claim** it deems expedient.

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the **Insurer**'s prior written consent. The **Insured** shall give the **Insurer** full co-operation and all information as it may reasonably require as a condition precedent to the **Insurer's** liability for loss arising out of the **Claim.** The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured** subject to such **Insured's** written consent. If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all loss on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such a claim plus defence costs incurred as of the date such settlement was proposed in writing by the **Insurer**. The **Insured's** shall give the **Insurer** full co-operation and all information as it may reasonably require as a condition precedent to the **Insurer's** liability for **Loss** arising out of the **Claim**.

(D) Allocation

If a **Claim** involves both covered and uncovered matters or persons or entities under this Policy, then the **Named Organisation** and the **Insurer** shall use reasonable efforts to determine a just and equitable allocation of **Loss** covered under this Policy, taking into account the legal and financial exposures.

(E) 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.

(F) Changes in Exposure

1) If, during the **Policy Period**, any of the following transactions or events (each a "Change in Control") occurs with respect to the **Named Organization**:

   a) The **Named Organization** merges into or consolidates with another entity such that the **Named Organization** is not the surviving entity, or

   b) another entity, person or group of entities and/or persons acting in concert acquires the right to elect, appoint or designate more than 50% of the directors or managers of the **Named Organization**, or

   c) a trustee in bankruptcy, receiver, conservator, rehabilitator, liquidator or other similar official is duly appointed with respect to the **Named Organization**;

   then coverage under this Policy will continue in full force and effect until the end of the **Policy Period** with respect to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such Change in Control, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed or allegedly committed thereafter and the premium will be considered fully earned in consideration of the coverage extended.

2) If, during the **Policy Period**, any of the following transactions or events (each a "Change in Control") occurs with respect to a **Subsidiary**:

   a) the **Subsidiary** ceases to be a **Subsidiary**, or

   b) a trustee in bankruptcy, receiver, conservator, rehabilitator, liquidator or other similar office is duly appointed with respect to the **Subsidiary**;

   then coverage under this Policy with respect to **Claims** against such **Subsidiary** or any **Insured Person** thereof will continue in full force and effect until the end of the **Policy Period** with respect to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such Change in Control, but coverage under this Policy with respect to **Claims** against such **Subsidiary** or any **Insured Person**

thereof will cease with respect to **Claims** for **Wrongful Acts** committed or allegedly committed thereafter.

3) With respect to any **Subsidiary** that was acquired during the **Policy Period**, the coverage afforded under this Policy for such **Subsidiary** and its **Insured Persons** will not apply if

a) as a result of such acquisition, the total number of **Employees** of the **Insured Organization** increased by more than 15%; or

b) the Subsidiary has any **Employees** in the USA or Canada.

(G) Other Insurance

If other valid insurance with any other **Insurer** is already available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance.

(H) Cooperation and Subrogation

1) In the event of any notice under CONDITION (B) of a **Claim** or of circumstances which may reasonably be expected to give rise to a **Claim**, the **Insureds** will give the **Insurer** all information, assistance and cooperation that the **Insurer** may reasonably request with respect thereto.

2) In the event of any payment under this Policy, the **Insurer** will be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery. The **Insureds** must execute all papers required and do everything necessary to secure such rights and to enable the **Insurer** to bring suit in their name.

(I) No Action against the **Insurer**

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy and until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against an **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**. No person or organization will have any right under this Policy to join the **Insurer** as a party to any action against the **Insureds** to determine the **Insurer**'s liability; nor may the **Insurer** be impleaded by the **Insureds** or their legal representatives in any such action.

(J) Notices and Authority

By acceptance of this Policy, the **Insureds** agree that the **Named Organization** may act on behalf of all **Insureds** with respect to the giving and receiving of any notices, the payment of premiums and the receiving of any return premium, the cancellation or renewal of this Policy and the acceptance of any amendments thereto.

(K) Assignment

No assignment of interest under this Policy will bind the **Insurer** without the **Insurer**'s written consent.

(L) Titles and Headings

The titles and headings to the various paragraphs and sections in this Policy, including endorsements attached, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such paragraphs and sections to which they relate.

(M) Representations and Severability

The **Insureds** represent that the particulars and statements contained in the **Application** are true, accurate and complete and are deemed material to the acceptance of the risk assumed by the **Insurer** under this Policy. This Policy is issued in reliance upon the truth of such representations. No knowledge or information possessed by any **Insured** will be imputed to any other **Insured**. If any of the particulars or statements in the **Application** is untrue, this Policy will provide no coverage with respect to any **Insured** who knew of such untruth or to whom such knowledge is imputed. For the purpose of the foregoing sentence:

1) no knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person**; and
2) except for knowledge or information possessed by the **Insured Organization's** chairman of the board, chief executive officer or general counsel (of functional equivalent of any of the foregoing), no knowledge or information possessed by any Insured Person will be imputed to the **Insured Organization**.

(N) Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** will not effect a waiver or a change in any part of this Policy or stop the **Insurer** from asserting any right under the terms of this Policy. This Policy cannot be waived or changed, except by written endorsement issued to form a part of this Policy.

(O) Entire Agreement

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy (including the **Application** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement the parties with respect to this insurance.

(P) Territory

This Policy applies to **Wrongful Acts** actually or allegedly taking place or **Claims** made in the territory specified in Item 12 of the Declarations.

(Q) 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.

(Q) Grievance Clause

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. Tel.: 0755 - 2769201 / 2769202	Madhya Pradesh, Chattisgarh.

	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	Assam, Meghalaya,

	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	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, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
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	Goa, Mumbai Metropolitan Region

	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	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.

(R) Jurisdiction and Governing Law:
Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India.

The parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai.

(S) Arbitration

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)*

(T) Sanctions Clause

The **Insurer** shall not and shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(U) No Higher Limits Purchased Warranty

In consideration of the premium charged for this Policy, it is hereby warranted that during the **Policy Period** the **Insured Organization** will not purchase any insurance excess of the Limit of Liability stated in the Schedule unless **Insurers** hereon have agreed that such excess insurance may be purchased. **Insurers** expressly have the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such insurance may be purchased.