KIDNAP AND RANSOM INSURANCE

PLEASE NOTE:

THIS IS AN EVENT OCCURRENCE POLICY

THE COVER PROVIDED BY THIS POLICY IS AFFORDED SOLELY WITH RESPECT TO INSURED EVENTS AND ADDITIONAL COVERED EVENTS FIRST OCCURRING DURING THE POLICY PERIOD AND NOTIFIED IN ACCORDANCE WITH THE NOTIFICATION PROVISIONS.

KIDNAP AND RANSOM INSURANCE: SCHEDULE

POLICY NUMBER:

BROKER NAME:

ITEM 1. NAMED INSURED:

(a) Name:

(b) Principal Address:

ITEM 2. INSURED PERSONS: "All Overseas Employees of the **Insured**, as on file with the **Insurer**"

ITEM 3. INSURER: ICICI LOMBARD GENERAL INSURANCE COMPANY LTD

ITEM 4. POLICY PERIOD:

(a) Inception Date:

(b) Expiration Date:

both days inclusive at local standard time at the Principal Address stated in ITEM 1.

ITEM 5. TERRITORY:

ITEM 6. LIMITS OF LIABILITY FOR INSURED LOSSES:

(a) **Ransom:**

(i) INR per **Insured Event**

(ii) Annual Aggregate: INR

(b) **Personal Belongings**: Not Applicable per **Insured Event**

(c) **Transit Loss**: INR per **Insured Event** and

INR in the Aggregate

(d) **Legal Liability**: INR per **Insured Event** and

INR in the Aggregate

(e) **Additional Expenses**: INR per **Insured Event** and

INR in the Aggregate

(f) **Crisis Response Fees and Expenses**: Unlimited

(g) **Recall Expenses**:

(i) Not Applicable per **Insured Event**

(ii) Annual Aggregate: Not Applicable

(h) **Accidental Death and Dismemberment**:

(i) Maximum Indemnity:

(1) INR per **Insured Person**

(2) INR per **Insured Event**

(3) INR in the Aggregate

(ii) Indemnity per Type of Loss:

Description of Loss	% of Maximum Indemnity
Death	100%
Loss of Limb	100%
Loss of Sight	100%
Loss of Speech	100%
Permanent Total Disability	100%
Mutilation	50%

(i) Annual Aggregate for all **Insured Losses** (except **Accidental Death and Dismemberment**):

Annual Aggregate: INR

Note: if **Crisis Response Fees and Expenses** are provided on an "unlimited" basis as per ITEM 6(f) of the SCHEDULE, they shall not be part of, and will be in addition to, the Annual Aggregate stated in this ITEM 6(i).

ITEM 7. LIMIT OF LIABILITY FOR ADDITIONAL COVERED EVENT EXPENSES:

(a) **Threat Response Expenses:**

(i) Limit of Liability:

(1) Not Applicable per **Threat Event**

(2) Annual Aggregate: Not Applicable

(ii) Indemnity Period: Not Applicable

(b) **Disappearance Investigation Expenses:**

(i) Limit of Liability:

(1) Not Applicable per **Disappearance Event**

(2) Annual Aggregate: Not Applicable

(ii) Indemnity Period: Not Applicable

(iii) Waiting Period: Not Applicable

ITEM 8. RANSOM DEDUCTIBLE

Not Applicable per **Insured Event**

ITEM 9. NOTICE OF INSURED EVENT /ADDITIONAL COVERED EVENT SHALL BE GIVEN TO:

ITEM 10. PREMIUM:

Premium : INR

ITEM 11. APPLICABLE LAW AND JURISDICTION:

(a) Applicable law:

(b) Exclusive Jurisdiction:

ITEM 12. ENDORSEMENTS TAKEN OUT AT ISSUANCE:

1. LOSS OF EARNINGS ENDORSEMENT

1. Limits of Liability:

   (a) INR per **Insured Event**

   (b) Annual Aggregate: INR

2. Indemnity Period: XX days

3. Waiting Period: 24 hours

ITEM 13. FOR ANY NOTICE TO UNDERWRITERS:
ICICI Lombard General Insurance Company Ltd.
ICICI Lombard House, Delta Plaza (Old TATA Press Building),
Veer Savarkar Marg, Prabhadevi (W),
Mumbai-400 025
Telephone: +91 22 6196 1000
Fax: +91 22 6196 1652

KIDNAP AND RANSOM INSURANCE: POLICY WORDING

THIS IS AN EVENT OCCURRENCE POLICY.

In consideration of the payment of the premium or agreement to pay the premium, in reliance upon the representations and statements contained in the Proposal and subject to the terms, conditions, definitions and exclusions contained in this Policy and any endorsements attached thereto, the **Insurer** and the **Insured** agree as follows:

1. INSURING AGREEMENTS

(A) INSURED EVENTS COVER

The **Insurer** shall indemnify the **Insured** and/or **Insured Persons** for any **Insured Losses** in excess of the Deductible and subject to the Limits of Liability set forth in ITEM 6 of the SCHEDULE incurred directly and as a result of an **Insured Event** which first occurs during the Policy Period.

(B) ADDITIONAL COVERED EVENTS COVER

The **Insurer** shall indemnify the **Insured** and/or **Insured Persons** for any **Additional Covered Event Expenses** subject to the Limits of Liability set forth in ITEM 7 of the SCHEDULE incurred directly and as a result of an **Additional Covered Event** which first occurs during the Policy Period.

2. COVERED EVENTS

(A) **Insured Event** shall consist of the following:

(a) **Kidnapping**; or

(b) **Express Kidnapping**; or

(c) **Hijacking**; or

(d) **Detention**; or

(e) **Extortion**.

All **Insured Events** resulting from any one **Insured Event** or connected series of **Insured Events** will be deemed to be one **Insured Event**.

(B) **Additional Covered Event** shall consist of the following:

(a) **Threat Event**; or

(b) **Disappearance Event**.

All **Additional Covered Events** resulting from any one **Additional Covered Event** or connected series of **Additional Covered Events** will be deemed to be one **Additional Covered Event**.

3. COVERED LOSSES AND EXPENSES

(A) **Insured Losses** shall consist of the following:

(a) **Ransom**; or

(b) **Personal Belongings**; or

(c) **Transit Loss**; or

(d) **Legal Liability**; or

(e) **Additional Expenses**; or

(f) **Crisis Response Fees and Expenses**; or

(g) **Accidental Death and Dismemberment**; or

(h) **Recall Expenses**.

(B) **Additional Covered Event Expenses** shall consist of the following:

(a) **Threat Response Expenses**; or

(b) **Disappearance Investigation Expenses**.

4. DEFINITIONS

In this Policy the following words in bold shall have the definitions that follow:

1. **Accidental Death and Dismemberment** means **Loss of Limb**, **Mutilation**, **Loss of Sight**, **Loss of Speech**, **Permanent Total Disability**, or death sustained by an **Insured Person** directly and solely as a result of an **Insured Event** provided that such injury or death occurs within 365 days following the conclusion of an **Insured Event**.

For the purposes of coverage of **Accidental Death and Dismemberment** hereunder:

(a) **Loss of Limb** means the severance or the total and irrecoverable loss of use of the arm through or above the wrist, or leg through or above the ankle;

(b) **Mutilation** means the permanent severance or total irrecoverable loss of use of a finger, toe, ear, nose, genital organ, or part thereof;

(c) **Loss of Sight** means entire and irrevocable the loss of sight in one or both eyes;

(d) **Loss of Speech** means the permanent total loss of the capacity of speech;

(e) **Permanent Total Disability** means any mental or physical condition that necessarily and continuously disables an **Insured Person** from attending to every aspect of his or her normal business or occupation for a period of twelve (12) calendar months following the conclusion of an **Insured Event** and, at the end of such period is certified by two qualified medical practitioners approved by the **Insurer** as being beyond hope of improvement. If the **Insured Person** has no business occupation, the disablement must confine the **Insured Person** immediately and continuously to the house and disable him or her from attending to his or her normal duties;

(f) The **Insurer** shall pay the death indemnity in one sum to the estate of the deceased;

(g) Any indemnity for **Loss of Limb**, **Mutilation**, **Loss of Sight**, **Loss of Speech** or **Permanent Total Disability** will be payable to the victim;

(h) The **Insurer** agrees to pay the death indemnity in the event that the victim's body is not recovered within twelve (12) months following the **Insured Event** and sufficient evidence exists for the **Insurer** to conclude that the victim has died solely and directly as a result of an otherwise covered **Insured Event** or attempt thereat. Notwithstanding the foregoing, it shall be a specific condition precedent to such payment that the intended beneficiary duly execute an undertaking or agreement to refund such amount, promptly and in its entirety, to the **Insurer** if the victim is subsequently found to be alive.

2. **Additional Covered Event** means any of the events listed under COVERED EVENTS (B).

3. **Additional Covered Event Expenses** means any of the expenses listed under COVERED LOSSES AND EXPENSES (B).

4. **Additional Expenses** means any reasonable and necessary expenses incurred by the **Insured** or **Insured Person** directly and solely as a result of an **Insured Event**, and shall be limited to:

(a) Reward monies paid by the **Insured** or **Insured Persons** to an **Informant** for information that leads to the arrest and conviction of parties responsible for any **Insured Event** or the return of an **Express Kidnapping**, **Kidnapping**, **Hijacking**, or **Detention** victim or the remains of said victim;

(b) Fees and expenses of persons retained by the **Insured** or **Insured Persons** to aid in the investigation and conclusion of an **Insured Event**, provided that the **Insurer** has given its prior consent for the use of said persons;

(c) Interest on any loan made to the **Insured** or **Insured Persons** for the purpose of paying any **Insured Losses**. The **Insurer**'s liability for such interest will cease at the time it tenders payment to the **Insured** for **Insured Losses**. Furthermore, the **Insurer** shall not be liable for interest on any loan obtained more than ninety (90) days prior to payment of any **Insured Losses** nor shall the **Insurer** be liable for any interest incurred beyond the date that the **Insured** receives reimbursement from the **Insurer** for any **Insured Losses**;

(d) Travel and/or accommodation expenses, including the travel and/or accommodation expenses of the victim of an **Insured Event** to rejoin his or her family upon the release of said victim and travel and accommodation expenses of any individual temporary performing the duties of said victim;

(e) The **Salary** of:

(i) An **Insured Person** while said **Insured Person** is the victim of an **Insured Event** and for a period of ninety (90) days following the conclusion of an **Insured Event**, provided said **Insured Person** is unable to perform his or her normal employment duties or has returned to work and not yet completed job retraining;

(ii) Any individual temporarily performing the duties of an **Insured Person** who is a victim of an **Insured Event** up to a period of ninety (90) days following the conclusion of an **Insured Event**, provided that such **Salary** does not exceed that of the victim and provided that the victim has not yet returned to work or has returned to work and not yet completed job retraining; and/or

(iii) Any **Relative** of the victim of an **Insured Event** who leaves his or her employment to assist in the investigation or negotiation of the release of the victim of an **Insured Event** or is otherwise unable to perform his or her normal duties up to a period of ninety (90) days following the conclusion of an **Insured Event**.

(f) Any personal financial loss suffered by an **Insured Person** solely and directly as a result of the physical inability of the **Insured Person** to attend to personal financial matters

during the period of confinement. Coverage as provided hereunder shall include, but not be limited to, failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions;

(g) **Salary** and expenses of the **Insured**'s salaried employees specifically assigned to assist in investigating or negotiating any **Insured Event** not to exceed the employee's base hourly rate of pay, provided that the **Insured** furnishes an itemised account of such employee's time, services and expenses;

(h) Fees and expenses of security guards retained by the **Insured** for the purpose of protecting **Insured Persons** or **Property**, provided that those persons specified in ITEM 9 of the SCHEDULE have recommended the use of said security guards;

(i) Costs of advertising, communication and recording equipment to aid in the conclusion of an **Insured Event**;

(j) Legal fees and related expenses, fees and expenses of independent public relations consultants, interpreters, and independent forensic analysts;

(k) Job retraining costs of an **Insured Person** who is the victim of an **Insured Event**, including the cost of external training courses;

(l) Rest and rehabilitation expenses incurred by an **Insured Person** who is the victim of an **Insured Event** and said victim's spouse, common-law spouse, domestic partner, fiancé, fiancée and/or children incurred within twenty-four (24) months following the conclusion of an **Insured Event**;

(m) Medical, psychiatric and/or cosmetic or plastic surgery expenses incurred by an **Insured Person** who is the victim of an **Insured Event** within thirty-six (36) months following the conclusion of an **Insured Event**;

(n) Expenses to repatriate the body of an **Insured Person** as a result of a death in the course of an **Insured Event**;

(o) Burial expenses as a result of the death of an **Insured Person** in the course of an **Insured Event**; and/or

(p) Any other reasonable expenses incurred in negotiating an **Insured Event**.

5. **Crisis Response Fees and Expenses** means all fees and expenses of the Crisis Response firm specified in ITEM 9 of the SCHEDULE.

6. **Detention** means an arbitrary and capricious act of confinement of an **Insured Person** against such **Insured Person**'s will.

7. **Disappearance Event** means the disappearance of an **Insured Person** for a period exceeding the Waiting Period stated in ITEM 7(b)(iii) of the SCHEDULE from the time of the last reported contact with said **Insured Person**.

8. **Disappearance Investigation Expenses** means the reasonable and necessary investigation expenses of the Crisis Response firm specified in ITEM 9 of the SCHEDULE to investigate a **Disappearance Event**.

9. **Express Kidnapping** means the actual or attempted abduction and holding of an **Insured Person** against such **Insured Person**'s will where **Personal Belongings** and/or readily available assets of the captive person are surrendered by the captive person in exchange for his or her release.

10. **Extortion** means a threat, communicated directly or indirectly to the **Insured** or to an **Insured Person** by a person or persons who demand a **Ransom** as a condition for not carrying out such a threat, to:

(a) Kill, injure, or **Kidnap** an **Insured Person**; or

(b) Cause physical damage to or loss of **Property**, including:

(i) The pollution, contamination or alteration of stock and/or raw materials and/or finished goods;

(ii) The dissemination of **Publicity** to the effect that the **Insured**'s products will be or have been contaminated, polluted or altered;

(iii) The dissemination, divulgence, or utilisation of **Trade Secrets**; or

(iv) The introduction of unauthorised instructions that are designed to alter, damage, or destroy information within a computer system, including those that are self-replicating or self-propagating and are designed to contaminate computer programs or computer data, consume system resources, or usurp the normal operation of the computer system.

11. **Guest** means:

(a) Any customer or invitee of the **Insured** while on the premises of the **Insured** or while traveling with a person identified in ITEM 2 of the SCHEDULE; or

(b) Any person while accompanying a person identified in ITEM 2 of the SCHEDULE in a motor vehicle, aircraft, watercraft, train or railcar or any other form of public or private transportation; or

(c) Any person while in the home of a person identified in ITEM 2 of the SCHEDULE to whom the **Insured** and/or a person identified in ITEM 2 of the SCHEDULE has extended hospitality without compensation; or

(d) Any person temporarily employed for the purpose of negotiating and/or delivering a **Ransom**; or

(e) Any person normally resident or employed in the home of a person identified in ITEM 2 of the SCHEDULE.

12. **Hijacking** means the attempted or actual illegal holding of an **Insured Person** against such **Insured Person**'s will on board an aircraft, watercraft, motor vehicle, train, railcar, or any other form of public or private transportation.

13. **Informant** means any person providing information not otherwise obtainable through any other means.

14. **Insured** means:

(a) The individual or company designated in ITEM 1 of the SCHEDULE; and, where applicable,

(b) Any **Subsidiary** existing at the Inception Date stated in ITEM 4(a) of the SCHEDULE or created thereafter; and

(c) Any **Subsidiary** acquired after the Inception Date stated in ITEM 4(a) of the SCHEDULE, provided that:

(i) no similar insurance is in existence for such newly acquired **Subsidiary**; and

(ii) at the time of acquisition, the total assets do not exceed 10% of the total assets of the company designated in ITEM 1 of the SCHEDULE as reported in the latest financial statement thereof.

If the total assets exceed 10% of the total assets of the company designated in ITEM 1 of the SCHEDULE, then coverage hereunder shall be amended to include as **Insured** the newly acquired **Subsidiary** for a period of ninety (90) days from the effective date of acquisition, provided that no similar insurance is in existence for such newly acquired **Subsidiary**. If coverage is desired beyond the ninety (90) day period, written notice must be given to the **Insurer** and inclusion specifically endorsed on the Policy.

15. **Insured Event** means any of the events listed under COVERED EVENTS (A).

16. **Insured Loss** means any of the losses and expenses listed under COVERED LOSSES AND EXPENSES (B).

17. **Insured Persons** means:

(a) Any natural person identified in ITEM 2 of the SCHEDULE; and

(b) Any **Relative**; and

(c) Any **Guest**.

18. **Insurer** means ICICI Lombard General Insurance Company Ltd

19. **Kidnap** or **Kidnapping** means the actual, alleged, or attempted abduction and holding of an **Insured Person** against such **Insured Person**'s will by a person or persons who demand a **Ransom** specifically from the assets of an **Insured** or **Insured Person** in exchange for the release of the captive person.

20. **Legal Liability** means the amount of any legal fees, final judgements and settlements that the **Insured** or **Insured Persons** are legally obliged to pay as a result of litigation against such **Insured** or **Insured Person** based on or arising out of an **Insured Event**.

21. **Personal Belongings** means monies and/or property of monetary value that:

(a) are being carried or transported by the victim when an **Express Kidnapping**, **Kidnapping**, **Hijacking**, or **Detention** first occurs; and

(b) are surrendered during the course of an **Express Kidnapping**, **Kidnapping**, **Hijacking**, or **Detention**.

22. **Property** means all real and personal property owned, controlled, or leased by the **Insured** or **Insured Persons**, or for which the **Insured** or **Insured Person** is legally liable, including but not limited to, **Trade Secrets**, fixtures, fittings, machinery and electronic data processing equipment and other contents.

23. **Publicity** means the reporting in local, regional, national or international media, including but not limited to, radio, television, newspapers, magazines or the Internet.

24. **Ransom** means monies and/or other consideration of monetary value that are surrendered or to be surrendered by or on behalf of any **Insured** or **Insured Person** to meet the demand of the perpetrator(s) of an **Express Kidnapping, Kidnapping**, **Extortion**, **Hijacking** or **Detention** in exchange of putting an end thereto.

25. **Recall Expenses** means any reasonable and necessary expenses incurred by the **Insured** to recall and/or destroy products manufactured or distributed by the **Insured** arising solely and directly out of an **Extortion** in the sense of DEFINITION 10(b)(i) or 10(b)(ii).

26. **Relative** means the spouse, domestic partner, common-law spouse, siblings, brothers-in-law, sisters-in-law, fiancé, fiancée, aunts, uncles, nieces, nephews, living ancestors, step-parents, step-siblings, parents-in-law, lineal descendants, adopted children, foster children, or step-children of any natural person identified in ITEM 2 of the SCHEDULE.

27. **Salary** means the direct compensation, including but not limited to, bonuses and allowances for personal services rendered, including foreign tax reimbursements, cost of living adjustments and the cost of any health, welfare or pension benefits, and will be based upon the rate of compensation being paid at the time of the **Insured Event**.

28. **Subsidiary** means any entity in which the company designated in ITEM 1 of the SCHEDULE directly or indirectly owns more than 50% of the voting stock.

29. **Threat Event** means a threat in the absence of a **Ransom** demand made by a person or persons to commit or attempt to:

    (a) Inflict bodily harm to, wrongfully abduct, or detain an **Insured Person**;

    (b) Damage, destroy, or contaminate **Property**; or

    (c) Disseminate, divulge, or utilise **Trade Secrets**.

30. **Threat Response Expense** means the reasonable and necessary costs of a threat assessment and the temporary protection of the threatened **Insured**, **Insured Person**, or **Property** provided by the Crisis Response firm specified in ITEM 9 of the SCHEDULE solely and directly as a result of a **Threat Event**.

31. **Trade Secret** means:

    (a) Any confidential or proprietary information of the **Insured**; and/or

    (b) A formula, pattern, compilation, program, device, method, technique, or process, which is used in the **Insured's** business, that derives from not being generally known to, and not being readily ascertainable by proper means by persons other than **Insured Persons**, who can obtain economic value from its disclosure or use and, further, is the subject of reasonable efforts under the circumstances to maintain its secrecy.

32. **Transit Loss** means the actual damage, destruction, disappearance, confiscation, or wrongful abstraction of a **Ransom** while being conveyed or transported by an **Insured Person** or any person who is authorised by the **Insured** or **Insured Persons** to have custody thereof.

5. EXCLUSIONS

Cover under this Policy does not apply to any **Insured Losses** arising out of, attributable to, or involving directly or indirectly any of the following:

1. THEFT AND ROBBERY

    (a) The surrender of **Personal Belongings** at the time and location where an **Express Kidnapping**, **Kidnapping**, **Hijacking** or **Detention** first occurs.

    (b) The surrender of a **Ransom**:

(i) That is being carried by, transported by or otherwise in the possession of an **Insured Person** at the time an **Express Kidnapping**, **Kidnapping**, **Hijacking** or **Detention** first occurs; or

(ii) At the location where an **Express Kidnapping**, **Kidnapping**, **Hijacking** or **Detention** first occurs, unless brought to such location for the sole purpose of conveying a previously communicated **Ransom** demand.

2. CONDUCT

Any **Express Kidnapping**, **Kidnapping**, **Hijacking** or **Extortion** as a result of fraudulent, dishonest or criminal act(s) by an **Insured Person** or authorised representative of the **Insured** or **Insured Person** (whether acting alone or in collusion with others) unless the person authorising the **Ransom** payment had, prior to payment, made every reasonable attempt to determine that the **Ransom** demand was genuine.

3. PRODUCT-INDUCED BODILY INJURY AND PROPERTY DAMAGE

Any bodily injury, sickness, disease, or death of any person or animal, or damage to or destruction of any property, including loss of use thereof, arising out of the use or disposal (whether incurring covered **Recall Expenses** or otherwise) of any products manufactured or distributed by the **Insured**.

4. CONTRIBUTED DETENTION

Any **Detention** resulting from:

(a) Any violation or alleged violation of the criminal laws of the host country by the **Insured**, provided that said violation would also be considered a violation of the laws of the country in which the **Insured's** headquarters are located, had said violation or alleged violation been committed there; or

(b) Any violation or alleged violation of the criminal laws of the host country by the **Insured Person**, provided that said violation would also be considered a violation of the laws of the country in which the **Insured Person** is a national, had said violation or alleged violation been committed there; or

(c) Failure of the **Insured** or an **Insured Person** to maintain and possess duly authorised and issued required documents and visas.

However, this exclusion does not apply if the **Insurer** determines that allegations of such violations or failures were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda, and/or coercive effect upon or at the expense of the **Insured** or an **Insured Person**.

6. CONDITIONS

1. POLICY PERIOD

This Policy shall become effective upon the Inception Date stated in ITEM 4(a) of the SCHEDULE, at 12:01 A.M. standard time at the address of the **Insured** stated in ITEM 1(b) of the SCHEDULE. thereof and shall continue in force, unless cancelled in accordance with CONDITION 12 below, until the Expiration Date stated in ITEM 4(b) of the SCHEDULE.

2. LIMITS OF LIABILITY:

(a) Limit per **Insured Event** or **Additional Covered Event**:

With respect to **Insured Losses** or **Additional Covered Event Expenses** or any combination thereof as set forth in Section 3 COVERED LOSSES AND EXPENSES, the **Insurer**'s total liability arising out of any **Insured Event** or **Additional Covered Event**

first occurring during the Policy Period shall not exceed the amounts stated in ITEM 6, ITEM 7 or ITEM 12 (if applicable) of the SCHEDULE.

For the avoidance of doubt:

(i) Any Limit of Liability or Sub-limit stated in the SCHEDULE per **Insured Event** or **Additional Covered Event** (or per event assimilated thereto by endorsement) is aggregate for all **Insureds** and/or **Insured Persons** and/ or victims involved in one same **Insured Event** or **Additional Covered Event**;

(ii) Any Limit of Liability or Sub-limit stated in the SCHEDULE per **Insured Person** is for one same **Insured Event** or **Additional Covered Event**;

(iii) Any Sub-Limit stated in the SCHEDULE is part of, and not in addition to, the Limit(s) of Liability stated in the same section of the SCHEDULE.

(b) Annual Aggregates:

The **Insurer**'s total liability for **Insured Losses** and/or **Additional Covered Event Expenses** within a period of one year from the Inception date stated in ITEM 4(a) of the SCHEDULE shall not exceed the amount of any applicable Annual Aggregate stated in ITEM 6, ITEM 7 or ITEM 12 (as applicable) of the SCHEDULE.

In case the Policy Period stated in ITEM 4 of the SCHEDULE exceeds one year, Annual Aggregates will be replenished at each anniversary date of the Inception Date during the Policy Period.

The Annual Aggregate stated in ITEM 6(i) of the SCHEDULE for all **Insured Losses** shall not apply to **Accidental Death and Dismemberment**.

(c) Crisis Response Costs, Fees and Expenses:

Where the costs, fees and expenses of the Crisis Response firm specified in ITEM 9 of the SCHEDULE are provided, whether as part of **Insured Losses** or under any Endorsement, on an "unlimited" basis as per the SCHEDULE, they shall not be part of, and will be in addition to, any Limit of Liability per **Insured Person**, per **Insured Event** and/or per **Additional Covered Event**, and/or any Annual Aggregate specified for **Insured Losses** or under such Endorsement.

(d) Non-accumulation of Limits:

In the event any **Insured** or **Insured Person** is covered by two or more Special Coverages Policies issued by the **Insurer**, at least one of which was issued to another **Insured** or **Insured Person**, it is agreed that the **Insurer**'s aggregate liability for **Insured Losses** and **Additional Covered Event Expenses** sustained by any such **Insured** or **Insured Person** shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies.

3. RANSOM DEDUCTIBLE

(a) Subject to the applicable Limit(s) of Liability, the **Insurer** will be liable only for the amount of **Ransom** which exceeds the Deductible stated in ITEM 8 of the SCHEDULE. Such Deductible is to be borne by the **Insured** and remains uninsured hereunder.

(b) A single Deductible amount shall apply to any single **Insured Event**.

(c) No Deductible shall be applied against any **Insured Loss** or **Additional Covered Event Expenses** other than **Ransom**.

4. OTHER INSURANCE

Unless otherwise required by law, this insurance shall only apply in excess of any other valid and collectible insurance available to the **Insured** or **Insured Person**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

5. VALUATION

The **Insurer** shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If **Insured Losses** and/or **Additional Covered Event Expenses** involve currency other than that of the country to which this Policy is issued, the **Insurer** shall not be liable for more than the equivalent of foreign currency based on the rate of exchange of the central bank having authority on the rate of the currency of the country to which the Policy is issued on the day the monies are surrendered and/or expenses incurred.

6. RECOVERIES AND SALVAGES

If the **Insured** or **Insured Person** shall sustain any **Insured Losses** and/or **Additional Covered Event Expenses** covered by this Policy, all recoveries and/or salvages (except from suretyship, insurance, reinsurance or indemnity taken by or for the benefit of the **Insurer**) on account of the **Insured Losses** and/or **Additional Covered Event Expenses**, less the actual cost of recovery, shall be distributed as follows unless otherwise required by law:

(a) The **Insured** or **Insured Person** shall first be reimbursed for any **Insured Losses** and/or **Additional Covered Event Expenses** which exceeds the Limit of Liability provided by this Policy less any Deductible amount applicable to **Ransom**, the balance applied to reimbursement of the **Insurer** to the extent of its payment and any remainder paid to the **Insured** or **Insured Person**.

(b) If there are no **Insured Losses** or **Additional Covered Event Expenses** in excess of the Limit of Liability provided by this Policy, any such recoveries shall be distributed first in reimbursement to the **Insurer** to the extent of its payment and any remainder paid to the **Insured** or **Insured Person**.

7. NOTIFICATION

Before surrendering a **Ransom** the person authorising the surrender shall have notified or made every reasonable attempt to notify:

(a) The local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and

(b) At least one other official of the **Insured** if the property to be surrendered is owned or held by the **Insured** or **Insured Person** or is property for which the **Insured** or **Insured Person** is legally liable.

8. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or a change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

9. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Insurer** unless its consent is endorsed hereon in writing.

10. NOTICE OF OCCURRENCE

Notice of an **Insured Event** and/or **Additional Covered Event** must be given to the Crisis Response firm identified in ITEM 9 of the SCHEDULE as soon as possible after any occurrence which may lead to **Insured Losses** and/or **Additional Covered Event Expenses** covered by this Policy.

11. PROOF OF LOSS

Written proof of any **Insured Losses** and/or **Additional Covered Event Expenses** must be furnished to the **Insurer,** within ninety (90) days after the **Insured** or **Insured Person** became aware or should have become aware of any **Insured Losses** or **Additional Covered Event Expenses**, or as soon as possible thereafter. This requirement applies equally to any **Insured Losses** or **Additional Covered Event Expenses** discovered after the expiry of the Policy Period.

12. CANCELLATIONS

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.

13. COOPERATION

In the event of any **Insured Event**, **Additional Covered Event**, **Insured Losses** and/or **Additional Covered Event Expenses**, the **Insured** and **Insured Persons** shall cooperate with the **Insurer** in all matters relating to this insurance. This may include attending hearings and trials, obtaining the attendance of witnesses, securing and giving evidence, assisting in conducting arbitration or other proceedings.

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)*

14. LEGAL LIABILITY

As respects coverage provided in Section 3(A)(d), **Legal Liability**, the **Insured** and/or **Insured Person**:

(a) Shall not, except at their own cost, admit any liability, settle any claim, or incur any costs or expenses, without the prior authorisation of the **Insurer**; and

(b) Shall cooperate with the **Insurer** in conducting the defence or in negotiating the settlement of any suit.

Furthermore, legal fees incurred by the **Insurer** (or by the **Insured** or **Insured Person** with prior authorisation of the **Insurer**) in defending litigation based on or arising out of an **Insured Event** will be payable in addition to the Limit of Liability for **Legal Liability**. However, if the total amount of final judgments and settlements exceeds the Limit of Liability for **Legal Liability**, the **Insurer**'s Limit of Liability for legal fees will not exceed the proportion to which the Limit of Liability for **Legal Liability** bears to the total of such final judgments and settlements.

15. SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the Insured's or Insured Person's rights of recovery against any person or organisation and the Insured and/or Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

16. LEGAL ACTIONS UNDER THE POLICY

Unless otherwise required by applicable law, no action at law or in equity shall be brought to recover under this Policy:

(a) after thirty-six (36) months following the conclusion of an **Insured Event** or **Additional Covered Event**; or

(b) if written proof of loss has not been furnished in accordance with the requirements of CONDITION 11 (PROOF OF LOSS) of this Policy.

17. APPLICABLE LAW AND JURISDICTION

This Policy is to be governed by, and its terms are to be construed in accordance with, the applicable law stated in ITEM 11(a) of the SCHEDULE. Any dispute or difference arising under or in respect of this Policy is to be subject to and determined within the exclusive jurisdiction stated in ITEM 11(b) of the SCHEDULE.

18. CONFORMITY WITH LAW

19. Any provision of this Policy which, on its effective date, is in conflict with the laws of the country in which this Policy was issued is hereby amended to conform to the minimum requirements of such laws.

20. 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)

21. CONFIDENTIALITY

The **Insured** and **Insured Persons** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

22. TRADE SANCTIONS

This Policy does not apply to the extent any applicable trade or economic sanctions, or other laws or regulations prohibit the **Insurer** from providing insurance, including, but not limited, to the payment of claims.

23. PERSONAL DATA PROTECTION

To be completed with appropriate clause, if any.

24. COMPLAINTS PROCEDURE

To be completed with appropriate clause, if any.

25. NOTICE OF OCCURRENCE OR CLAIM

Notice of Occurrence or Claim shall be given to the Insurers at :
Registered Address
ICICI Lombard House

414, P.Balu Marg, Off Veer Sawarkar Marg, near Siddhivinayak Temple,
Prabhadevi Mumbai-400025
customersupport@icicilombard.com

26. 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.

27. 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. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
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,	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

	Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	
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, 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,	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh,

	Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	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.