Credit / Debit / ATM Card Package Insurance Policy

KEY INFORMATION SHEET			
Description is illustrative and not exhaustive			
LEGAL DISCLAIMER: The information must be read in conjunction with the product brochure and policy document. In case of any conflict between the KIS and the policy document, the terms and conditions mentioned in the policy document shall prevail.			
Note: - Description of covers on policy wordings (Part II of the Schedule) will be applicable only to the covers mentioned on your policy certificate. Kindly acknowledge receipt of the policy. In case you find any variations against your proposal or any discrepancy in the policy, kindly contact immediately.			
S. No	Title	Description	Refer to Clause
	Product Name	CREDIT/DEBIT/ATM CARD PACKAGE INSURANCE POLICY	
1	What is covered under the policy?	Personal Accident - Cover for the Insured and /or the family of the Insured against death and/or permanent total disability, resulting solely and directly from accident, caused by external, violent and visible means.	Part II of Policy Section 1
		Medical Expenses For Bodily Injury Caused By And Arising Out Of Road/Rail Accident - Cover for bodily injury resulting solely and directly from Road accident and/or Rail accident	Part II of Policy Section 2
		Lost Card Liability - Cover in respect of transactions established against the Insured resulting only from the unauthorized use of any lost or stolen Card	Part II of Policy Section 3
		Credit Shield - Cover in respect of the debits established against the Cardholder resulting only from the use of the Card by the Cardholder in the event of an accidental death of the Cardholder	Part II of Policy Section 4
		Purchase Protection - Covers Loss or damage caused by specified perils to the tangible goods purchased by the Insured through the use of the Card	Part II of Policy Section 5
		Household Insurance - Cover for Loss or damage caused to the household articles by specified perils provided the articles are within the residential premises of the Cardholder	Part II of Policy Section 6

Credit / Debit / ATM Card Package Insurance Policy

		Baggage Insurance - Covers loss or damage to the Insured's Baggage due to accident or misfortune whilst on journey, up to the actual value of the Baggage at the time of happening of loss or damage	Part II of Policy Section 7
		Global Cover - Covers total loss of Baggage, delay of checked in baggage, loss of passport & travel related documents, missing connecting flight, plan hijacking & delay in flight while on a Journey that has been checked by an International Airline for an International flight	Part II of Policy Section 8
		Cash in Transit - Cover in event of loss of money by way of hold-up, robbery, theft, burglary while money is in transit from any ATM/Bank to the destination, within 6 hours from the time of cash withdrawal	Part II of Policy Section 9
		Forgery/Counterfeit Cheques Cover - Cover in the event of any debits being established against the Insured or the loss suffered by the Insured resulting from forgery or counterfeiting of cheques issued by various Banks	Part II of Policy Section 10
2	What are the major exclusions in the policy?	Loss and destruction due to war like situations	Part II of Policy General Exclusions
		Loss or damage due to radiation and radioactive or nuclear activities, or pollution	
		Any kind of willful negligence or misconduct	
		Any claim due to deliberate breach of law would not be payable	
		(Note: The above mentioned is a partial listing of the policy exclusions. Please refer to the policy wordings for the full listing).	
3	Waiting Period	There is no waiting period under the Credit/ Debit/ ATM Card Package Insurance Policy. The Insured is covered for insured Events under the mentioned Credit/ Debit/ ATM Card Package Insurance Policy from Day 1 of Policy inception.	
4	Payout Basis	Reimbursement of covered expenses up to specified Sum Insured limits AND OR Fixed amount on the occurrence of a benefit covered event	Part II of Polic y - Basis of Assessment of Claims

Credit / Debit / ATM Card Package Insurance Policy

5	Cost sharing	Deductible/ excess - means cost sharing requirement under a Policy that provides that insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefit becomes payable.	Part I of Schedule – Deductible/ Excess
6	Renewal Condition	This policy shall ordinarily be renewable. There will be life-long renewal without any age restriction for the Personal Accident cover in the absence of any claim under Accidental Death or Permanent Total Disablement.	Part II of Policy Section 1
7	Cancellations	This policy would be cancelled in below conditions: · Premium is not received or cheque is not realized or misrepresentation of facts · If customer sends a request to the company for canceling of policy.	Part II of Policy Cancellation/ Termination

PART I OF THE SCHEDULE

Policy No. **Issued at** **Stamp Duty**

1. Name of the Bank
2. Insured Persons
3. Mailing address of the Insured
4. Period of insurance
5. Premium Computation:

Basic Premium (Rs.)	
Extension Premium (Rs.)	
Total Premium (Rs.)	
Add: Service Tax (Rs.)	
Total Amount(Rs.)	

Credit / Debit / ATM Card Package Insurance Policy

6. Details of Sum Insured / Limit of Liability

Section	Cover	Sum Insured / Limit of Liability (Rs.)	AoA:AoY (Any one Accident : Any one Year)	Excess applicable
Section I	Personal Accident Cover			
Section II	Medical Expenses For Bodily Injury Caused By And Arising Out Of Road/Rail Accident.			
Section III	Lost Card Liability			
Section IV	Credit Shield Liability			
Section V	Purchase Protection			
Section VI	Household Insurance			
Section VI(A)	Fire And Allied Perils			
Section VI(B)	Burglary			
Section VII	Baggage Insurance			
Section VIII	Global Cover			
Section VIII(A)	Loss of Checked Baggage			
Section VIII(B)	Delay of Checked Baggage			

Credit / Debit / ATM Card Package Insurance Policy

Sectio n VIII(C)	Travel Insurance (International Travel)	Max. Duration of Trip : 45 Days		
Section IX	Cash In Transit			
Section X	Forgery/Counterfeit Cheques Cover			

(Card holder details, Nominee name and relationship, if provided will be added as an annexure).

6. Endorsements availed of by the Insured:

Credit / Debit / ATM Card Package Insurance Policy

(i) Endorsement available for cover under Section III: Lost Card Liability

Coverage of transactions through EDC terminals post reporting YES ☐ NO ☐

(ii) Endorsement available for cover under Section V (A): Purchase Protection

Earthquake Cover YES ☐ NO ☐

Terrorism Cover YES ☐ NO ☐

(iii) Endorsement available for cover under Section VI (B): Household Insurance

Earthquake Cover YES ☐ NO ☐

Terrorism Cover YES ☐ NO ☐

(iv) Endorsement available for cover under Section VII: Baggage Insurance

Extension of Geographical Cover to Worldwide YES ☐ NO ☐

7. Period of Cover under Section III : Lost Card Liability

No. of days Pre-reporting : __

No. of Days Post-Reporting : _____

8. Co-insurance (if any)

Name of the Insurer	Co-insurance percentage

9. Additional conditions (if any):

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at on this date

Authorised Signatory

PART II OF SCHEDULE

I. Definitions.

"Accident" is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

"ATM" shall mean Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.

"Bank" shall mean an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

"Bodily Injury" means any accidental physical bodily harm solely and directly caused by external, violent and visible and evident causes but does not include any sickness or disease.

"Burglary" means any theft following upon actual forcible and violent entry of and/or exit from the Insured Property with an intent to commit a felony therein and includes housebreaking.

"Business or Business Purposes" means any full or part time, permanent or temporary, activity undertaken in the premises with a view to profit or gain.

"Card" shall mean any Credit Card/ Debit Card /ATM Card issued by the Bank mentioned in Part I of the Schedule.

"Cardholders" shall mean such persons to whom a Card has been issued by the Insured.

"Company" means ICICI Lombard General Insurance Company Limited.

"Contents" means the following not used for Business or Business Purposes, so long as they are owned by the Insured and or family of insured and/or for which the insured and/or family of insured are legally responsible for –

i) Electronic equipment, household appliances, household goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations;

ii) personal effects such as clothes and other articles of personal nature likely to be worn used or carried but excluding money but including jewellry and valuables.

"Damage" shall mean loss or damage.

"Disease" means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the vital functions, and causing or threatening pain and weakness, malady, illness, sickness or disorder.

"Deductible" or "Excess" means the amount of expenses or loss to be borne by the Insured before the compensation under the Policy shall become payable and such expenses or loss shall not be reimbursed by the Company.
"Domestic staff" means such persons employed by the Insured to perform duties in connection with the maintenance or use of the insured property. This includes persons who perform household or domestic services or duties of a similar nature for the insured. This does not include persons while performing duties in connection with the insured's business.

"EDC" means Electronic Data Capturing Machine used for Card Transactions.

"Employee" means any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Insurance and for the avoidance of doubt shall include agents or consultants or sub-contractors or independent professional advisers of the Insured.

"Hold-up" means when a person having some weapon threatens the Insured or its/his domestic staff and there exists a possibility of actual physical threat to the person of the Insured or its/his domestic staff.

"Hospital/ Nursing Home" means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

--has qualified nursing staff under its employment round the clock;
--has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
--has qualified medical practitioner(s) in charge round the clock; --has a fully equipped operation theatre of its own where surgical procedures are carried out;
--maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

"Insured" - means the person named in Part I of the Schedule and the Cardholders of the Insured.

"Kutcha Construction" means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin or the like.

“Medical Practitioner”
- is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence.

“Merchant Establishment” shall mean establishments wherever located which honour the Card.

“Offices” shall mean the premises or the portion of the premises at the Business address occupied by Insured for the Business or Profession and used solely as offices.

“Period of Insurance” means the period from Commencement of Insurance Cover to the end of the Insurance Cover as per Part I of the Schedule.

"PIN" shall mean specific personal identification number assigned to the Cardholder by the Bank named in Part I of the Schedule in connection with the Card.

“Policy” means insured’s proposal, the schedule, Company’s covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

“Professional Sport” means a sport that would remunerate the sportsman in excess of 50% of his or her total annual income.

“Proposals” shall mean any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“Public Authority” means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

“Qualified Nurse” is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

“Rail Accident” means accident occurring on account of collision between trains or collision of trains against external objects, or derailment of train resulting in bodily injury.

"Reasonable Medical charges" - means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved .
"Residential Premises" means insured's private residence, which is used or occupied mainly for domestic purposes by insured and/or insured's family and/or insured's domestic staff whether owned by insured or insured's family or otherwise.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

- Repairing the property with materials of similar kind and quality; or
- Replacing the property with new articles of similar kind, quality and usefulness; without any deduction for depreciation.

"Riot" refers to the violent disturbance of the public peace by three or more persons assembled for a common purpose.

"Road Accident" means an accident caused by or arising out of collision between two or more motor vehicles or collision of a motor vehicle against any external object, skidding of motor vehicle resulting in death or bodily injury, which would give rise to third Party claims.
"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"Strike" refers to cessation of work or a temporary stoppage of normal and regular activity or work undertaken by some persons in support of the demands made on their employer, as for higher pay or improved conditions.

"Sum Insured" means and denotes the amount of cover available as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy.

"Surgeon" means an individual whose profession or occupation is to cure diseases or injuries of the body by manual operation.

"Surgical Operation" means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.

"Terrorism/Terrorist activity" means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous

to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

"Valuables" means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.

"Works of Art" means and includes all those items, which are listed under Part I of the Schedule and excludes easily breakable items like porcelain, pottery and the like.

"War" means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

In this Policy, all references made to the Insured in masculine gender will also include the feminine gender.

II. **SCOPE OF COVER:**

SECTION I - PERSONAL ACCIDENT COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, if the Insured and /or the family of the Insured suffers death and/or permanent total disability, resulting solely and directly from accident, caused by external, violent and visible means, on the basis of assessment of claims and compliance with the claim procedure.

For the purpose of this Cover "Family" shall mean and include the Insured and lawful spouse of the Insured.

The cover is available
for: I - Accidental Death
and II -
Permanent Total
Disability.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION I

The Company shall not be liable to the Insured for:

(i) Compensation under more than one of the categories specified in the Clause "Basis of Assessment of claims" under this Section in respect of the same period of disablement of the Insured Person. However, amounts relating to carriage of dead body would be payable in addition, if applicable.

(ii) Any other payment of claim to the same Insured after a claim under one of the categories I, II (a)(i) & (ii) and II (b) as specified in the Basis of Assessment of this Section has been admitted and become payable. However, amounts relating to carriage of dead body would be payable in addition, if applicable.

(iii) In event of more than one claim in respect of an Insured under this policy during any one period of insurance whereby the sum payable as claim amount as per the Basis of Assessment applicable to the Policy to such Insured exceeds the maximum liability of the Company specified in Part I of the Schedule, the Company shall not be liable for such excess. However, amounts relating to carriage of dead body would be payable in addition, if applicable.

(iv) Payment of compensation relating to expenses incurred on medical treatment.

(v) Payment of compensation in respect of death, injury or disablement of Insured (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs; (c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (farepaying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. "Standard type of aircraft" means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine; or Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or schedules Airlines.

(vi) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or potholing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the policy (d) directly or indirectly caused by venereal disease or insanity; (e) arising or resulting from the Insured committing any breach of the law with criminal intent.

(vii) Payment of compensation in respect of death, injury or disablement of the Insured due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.

(viii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons:

(a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

(b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

(ix) Payment of compensation in respect of death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

(x) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.

(xi) Payment of compensation in respect of death of, or bodily injury or any disease or illness of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The warranty also excludes loss, damage, cost or 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 action taken in respect of any act of terrorism.

BASIS OF ASSESSMENT OF CLAIMS APPLICABLE TO SECTION I

Covers	**Percentage of Sum Insured Payable**
1. Death	100%
2. Total and Irrecoverable loss	
(i) Sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet or of such loss of sight of one eye and such loss of one entire hand or one entire foot	100%
(ii) Use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, without physical separation.	100%
3. Total and irrecoverable loss of	
(i) The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot.	50%
(ii) Use of a hand or a foot without physical separation.	50%
(iii) Hearing (both ears)	50%
(iv) Hearing (one ear)	25%

4. Permanent Total and Absolute disablement disabling the 100% Insured Person from engaging in any employment of occupation of any description whatsoever

5. If such injury shall within twelve calendar months of its occurrence be the sole and direct of the total and partial irrecoverable loss of use or the actual losses by physicians separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable.

	Loss /Damage	**Percentage of Sum Insured Payable**
(i)	Loss of toes-All	20%
(ii)	Loss of toes- Great, both Phalanges	05%
(iii)	Loss of toes-Great, one Phalanx	02%
(iv)	Loss of toes-Other than Great, if more than one toe lost 01% each	
(v)	Loss of hearing-both ears	75%
(vi)	Loss of hearing-one ear	30%
(vii)	Loss of four finger and thumb of one hand 40%	
(viii)	Loss of four fingers	35%
(ix)	Loss of thumb-both phalanges	25%
(x)	Loss of thumb-one phalanx 10%	
(xi)	Loss of index finger-three phalanges or two phalanges or one phalanx	10%
(xii)	Loss of middle finger –three phalanges or two phalanges or one phalanx	06%
(xiii)	Loss of ring finger three phalanges or two phalanges or one phalanx	05%
(xiv)	Loss of little finger-three phalanges or two 04% phalanges or one phalanx	
(xv)	Loss of metacarpals-first or second, third, fourth or fifth (additional)	03%
(xvi)	Any other permanent partial disablement (Percentage as assessed by the Company' s Panel doctor)	

Claim documents for Section I.

(i) In case of Death

a) PA Claim form duly filled & signed by the nominee
b) Policy Copy
c) Death certificate - Notarized/ Attested by a gazetted officer
d) F.I.R - Notarized/ Attested by a gazetted officer
    a. Police Final charge sheet/ Court Final order - Notarized/ attested by a Gazetted Officer - if applicable - notarized/ Attested by a gazetted officer
e) Spot and/or Inquest Panchnama - Notarized/ Attested by a gazetted officer
f) Post Mortem Report - Notarized/ Attested by a gazetted officer
        a. Viscera Analysis Report/ Chemical analysis report/ Forensic Science Lab report - If applicable - notarized/ Attested by gazetted officer]
g) Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references
h) If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence
Proof, 2 Passport size colour photos of claimant
i) Cancel Cheque with NEFT Mandate form - duly filled in by the claimant and bank
j) Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it

(ii) In case of Permanent Total Disablement/Permanent Partial Disablement & Permanent Total Disablement Improvement Benefit Extension/Permanent Partial Disablement Improvement Benefit Extension

a) PA Claim form duly filled & signed by Insured/ Claimant
b) Policy Copy
c) MLC OR F.I.R.OR PANCHNAMA- Notarized/ Attested by a gazetted officer
d) Disability Certificate issued by Authorized civil surgeon- Original/ Notarized/ Attested by a gazetted officer
    a. Treatment papers, X-rays films / laboratory test reports and other diagnostic reports to support the claim and percentage of disability
e) Medical report
f) Colour Photograph of the injured reflecting disability
g) If claim amount> 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2
Passport size colour photos of claimant
h) Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references
i) Cancel Cheque with NEFT Mandate form - duly filled in by the claimant
j) Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, if the Insured shall sustain any bodily injury resulting solely and directly from Road accident and/or Rail accident and if the Insured shall require, upon advice of a Medical Practitioner or a Surgeon, to incur hospitalisation expenses for medical/surgical treatment at any nursing home/ hospital in India as an inpatient, the Company will pay to the Insured Person the amount of such expenses as would fall under different heads mentioned below which are reasonably and necessarily incurred by or on behalf of such Insured but not exceeding the Sum Insured in aggregate in any one period of Insurance.

Expenses that may be reimbursed by the Company:

a) Room or boarding expenses as charged by the Hospital/nursing home.

b) Nursing Expenses.

c) Fees charged by the Surgeon/ anaesthetist/ Medical Practitioner/ Consultants/ specialists.

d) Fees/expenses incurred for Anaesthesia, Blood, Oxygen, Operation Theatre Charges, surgical appliances. Medicines and Drugs, Diagnostic material, Xrays, Artificial limbs and Cost of Organs and similar expenses.

e) Ambulance Charges for carrying the Insured from accident spot to Hospital/Nursing Home and for carrying the Insured from the Hospital/Nursing Home up to residence of the Insured upon discharge.

Upon occurrence of an accident, which may give rise to a claim under Section II of this Policy, the Insured must immediately after the occurrence of such an accident, obtain medical treatment, failing which the Company will not be liable for payment of any claim under this cover.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION II

The Company will not be liable to make any payment under this policy in respect of:

a) Death of Disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy Hostilities or Warlike operations (whether war be declared or not) or Civil Commotion or Rebellion, Military, Naval or Air Service or Breach of Law of Hunting. Steeple chasing, Revolution, Insurrection, Mutiny, Engaging in aviation

other than as a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft.

b) Circumcision or Strictures or Vaccination or Inoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility "run down" conditions and General "overhaul") or Venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, death or disablement directly or indirectly due to any one or more of them.

c) Any hospitalisation/Domiciliary hospitalisation expenses incurred on bodily injury resulting directly or indirectly proximately or remotely from accident (not caused by or arising out of the use of a motor vehicle) other than road and/or rail accident as defined in this policy.

d) Expenses on vitamins unless forming part of treatment for injury as certified by the attending Medical Practitioner.

e) Naturopathy treatment.

INJURY SERIES CLAUSE

For the purpose of this policy where several bodily injuries are attributable directly or indirectly to the same road/rail accident all such bodily injuries shall be treated as single bodily injury and all the admissible hospital expenses arising out of such bodily injuries shall be treated as one claim.

SECTION III - LOST CARD LIABILITY

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of the debits or transactions established against the Insured resulting only from the unauthorized use of any lost or stolen Card issued by the Bank named in Part I of the Schedule and the subsequent use of such lost or stolen Card by any unauthorized person.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION III

The company will not make any payment in respect of:

1. Any loss or damage arising out of any Card transactions effected through EDC terminals which have occurred after the loss of Card has been reported to the Bank named in Part I of the Schedule.

2. Any loss or damage arising out of Card transactions authorised using PIN issued to the Cardholder by the Bank named in Part I of the Schedule.

3. Any loss or damage arising out of Internet Based transaction.

SPECIAL CONDITIONS APPLICABLE TO COVER UNDER SECTION III

The cover under Section III shall be applicable only for certain number of days prior to reporting the loss of Card (pre-reporting period) and certain number of days post reporting of loss of card as mentioned in Part I of the schedule.

ENDORSEMENT AVAILABLE FOR COVER UNDER SECTION III: LOST CARD LIABILITY

Coverage of transactions through EDC terminals post reporting
In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover Lost Card Liability arising out of transactions through EDC terminals which have occurred after the loss have been reported to the Bank named in Part I of the Schedule.

SECTION IV - CREDIT SHIELD LIABILITY

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Bank as mentioned in Part I of the Schedule a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect for the debits established against the Cardholder resulting only from the use of the Card by the Cardholder in the event of an accidental death of the Cardholder subject to the limit mentioned in the Part I of Schedule.

CONDITIONS APPLICABLE TO THE COVER UNDER SECTION IV
The company will indemnify the Insured under this Section only if:

1. All efforts are being made by the Insured to recover the debits established through the use of the Card from the Cardholder's family (wife & children, etc.); and
2. A formal claim is lodged and paid under Section-I of this Policy.

ADDITIONAL EXCLUSIONS APPLICABLE TO COVERS UNDER SECTION III and IV

The Company shall not be liable to make any payment in respect of:

1) Debits established against the Insured resulting from the use of counterfeit Card. Counterfeit Card shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank named in Part I of the Schedule or a Card duly issued by the Bank named in Part I of the Schedule which is subsequently altered or modified or tampered with without consent of the Bank named in Part I of the Schedule.

2) Losses sustained by the Insured resulting directly or Indirectly from any fraudulent or dishonest acts committed by Insured's employee, acting alone or in collusion with others in respect of the Card.

3) Losses sustained by the Insured through forgery or alteration of or on or in any written instrument required in conjunction with any Card.

4) Losses resulting from any Card issued without making a proper application to the Bank named in Part I of the Schedule. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Bank named in Part I of the Schedule.

5) Losses arising out of use of the Card by the Cardholder with intent to defraud the Bank named in Part I of the Schedule.

6) Losses, which the Bank named in Part I of the Schedule is legally entitled to recover from the Cardholder, or the corporate or other legal entity agreeing to honour Card expenses incurred by the Cardholder.

ADDITIONAL CONDITIONS APPLICABLE TO COVERS UNDER SECTION III and IV

1) Upon the happening of any event which may give rise to a claim under this policy, the Bank named in Part I of the Schedule or the Cardholder, as the case may be, shall immediately give written notice to the Company with full particulars as far as possible.

2) The Insured shall also give immediate notice to the nearest police station giving full particulars of the loss.

3) The Insured shall furnish in writing within 14 days from the date of discovery of loss full details of the claim, supported by relevant documents.

4) The Insured shall extend all cooperation and help to the Company and/ or to the representative of the Company in discovering the culprit, tracing the stolen cards and in conviction of the offender.

5) The Company shall be entitled in the names of the Insured to have the absolute conduct and control of all or any proceedings it may consider necessary for the purpose of tracing and recovering the property lost and the Insured shall at the Company's expenses furnish all such assistance in connection with such proceedings.

6) If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

7) The Bank named in Part I of the Schedule shall maintain proper and up-todate record of the Cardholders and shall allow the Company to Inspect such records at any time, subject to the confidentiality obligations of the Bank. Also, at all points of time during the currency of the Policy, the Bank named in Part I of the Schedule is to ensure that adequate premium is paid to the Company to ensure that this Policy applies to cover all the Cardholders of the Bank. If, at any point of time, the required premium is not paid to the Company to cover the Cardholders of the Bank, the Cardholders in respect of whom the premium is not received by the Company from the Bank shall be treated as not covered under this Policy.

8) The Insured shall at his own expenses take all reasonable precautions to prevent loss at all times and adhere and shall keep records of all transactions in such manner that the Company can accurately determine on basis of these records, the amount of loss.

9) This policy shall not cover any loss or damage which at the time of happening of such loss or damage is insured by any other existing policy of Insurance, except in respect of excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

10) Losses arising out of debits raised and established against the Insured after receipt of List of Stolen Cards by the Member establishments of the Bank mentioned in Part I with whom the Bank has an Acquiring Bank relationship, are not payable.

11) On payment of a claim by the Company, the total amount of indemnities and the indemnity amount per Cardholder will stand reduced by the amount of claim paid, unless the same is reinstated on payment of additional premium by the Insured.

SECTION V - PURCHASE PROTECTION

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of loss or damage caused by specified perils (as described below) to the tangible goods purchased by the Insured through the use of the Card in accordance with the Sum(s) Insured stated in the schedule.

SPECIFIED PERILS AGAINST WHICH COVER UNDER SECTION V IS AVAILABLE

SECTION V (A) - Fire and Allied perils

NOTE: Please refer to Annexure A – Standard Fire and Allied Perils Policy for the details of the scope of coverage, exclusions and other terms and conditions of this section.

SECTION V (B) - Impact Damage due to Insured's own vehicle.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of loss or damage caused due to impact by direct contact to Insured's Property caused by Insured's own vehicle/s, in accordance with the Sum(s) Insured stated in the schedule.

SECTION V (C) Losses due to Burglary

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of value of:

(i) Any loss of or damage to property or any part thereof whilst contained in the residential premises hereto due to Burglary or Hold-up and/or;

(ii) Damage caused to the premises to be made good by the Insured resulting from Burglary or any attempt thereof at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the total Sum Insured stated in Part I of the Schedule as regards item (i) and (ii) above.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION V (C)

The company will not make any payment in respect of:

(a) Loss or damage to Gold or Silver articles, watches or jewellery or precious stones or medals or coins or curios, sculptures, manuscripts, rare books, plans, models, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically agreed to by the Company and incorporated in the Policy.

(b) Loss or damage where the Insured or any resident or member of the Insured's residential premises or his employee/s or any other person lawfully in the Insured's residential premises is involved or has colluded, in any manner, in the actual theft or damage to any of the articles or residential premises.

(c) Theft without actual forcible and violent entry and/or exit from the residential premises.

(d) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy, if any, or any other policy.

(e) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.

(f) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

(h) Loss of money and/or other property removed or extracted from the safe within the residential premises following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat.

CONDITIONS APPLICABLE TO COVER UNDER SECTION V (C)

In the following events, this policy shall cease to be in force and no claim shall be admissible, unless in every event, the consent of the Company to the continuance of the Policy is obtained in writing and signified on the Policy, or the Company has been duly informed and has acknowledged continuance of the Policy.

(i) If the premises shall have been left uninhabited by day and night for ten or more consecutive days and nights, any burglary occurs during the period that the premises are left uninhabited.

(ii) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.

(iii) If the interest of the Insured in any property passes from the Insured otherwise than by will or operation of law.

(iv) The cover under this Section shall be available only upto 90 (ninety) days from the date of purchase of the tangible goods by the Insured.

Warranted that whenever the residence is left unattended, all doors and windows shall be properly secured and all keys for main doors shall be removed from the residence. Further, the keys of safes would be safely placed in a place other than where safe is located.

CLAIM SETTLEMENT UNDER SECTION V (C)

In the event of the Property covered suffering damage during the currency of the policy by any of the specified perils covered, the Company will pay the amount of the loss or damage or at its option replace or repair such loss or damage. The basis of settlement will be cost of replacing or reinstating property cover by new property of the same kind or type and capacity, subject to the following Special Provision.

Special Provisions

I. The Insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the Company in writing may allow.

II. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing may allow.

III. In case any one or more of the aforesaid special provisions are not complied with OR if the Insured requests and the Company agrees that the reinstatement should not be carried out, the basis of settlement shall be the Amount of damage less due allowance for wear and tear and depreciation. In such an event, condition of average will not be applied. Sum Insured will be taken on a first loss basis for the amount mentioned in the schedule.

SECTION VI - HOUSEHOLD INSURANCE

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of loss or damage caused to the household articles by specified perils as mentioned below in accordance with the Sum Insured stated in the Schedule, provided the articles are within the residential premises of the Cardholder which is Building of Class A construction only.

PROPERTY COVERED UNDER SECTION VI

Contents while contained in the residential premises, excluding money, fur, jewellery and any other property insured under a separate Insurance, are covered under this section of the Policy. The Sum Insured of the property covered under Section VI (A) – Fire & allied Perils and Section VI(B) – Burglary must be identical, even when the Sum Inured is revised at any point of time during the currency of the policy.

SPECIFIED PERILS AGAINST WHICH COVER UNDER SECTION VI IS AVAILABLE

SECTION VI (A) - FIRE AND ALLIED PERILS

NOTE: Please refer to Annexure A - Standard Fire And Special Perils Insurance Policy for the details of the scope of coverage, exclusions and other terms and conditions of this section of the Policy.

SECTION VI (B) - BURGLARY

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in respect of value of:

(i) Any loss of or damage to Contents or any part thereof whilst contained in the residential premises described in the application for the card hereto due to Burglary or Hold-up and/or;

(ii) Damage caused to the premises to be made good by the Insured resulting from Burglary or any attempt thereof at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the total Sum Insured stated in Part I of the Schedule as regards item (i) and (ii) above.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION VI (B) The company will not make any payment in respect of:

(f) Loss or damage to Gold or Silver articles, watches or jewellery or precious stones or medals or coins or curios, sculptures, manuscripts, rare books, plans, models, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically agreed to by the Company and incorporated in the Policy.

(g) Loss or damage where the Insured or any resident or member of the Insured's residential premises or his employee/s or any other person lawfully in the Insured's residential premises is involved or has colluded, in any manner, in the actual theft or damage to any of the articles or residential premises.

(h) Theft without actual forcible and violent entry and/or exit from the residential premises.

(i) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy, if any, or any other policy.

(j) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.

(f) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

(i) Loss of money and/or other property removed or extracted from the safe within the residential premises following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat.

CONDITIONS APPLICABLE TO COVER UNDER SECTION VI (B)

In the following events, this policy shall cease to be in force and no claim shall be admissible, unless in every event, the consent of the Company to the continuance of the Policy is obtained in writing and signified on the Policy, or the Company has been duly informed and has acknowledged continuance of the Policy.

(i) If the premises shall have been left uninhabited by day and night for ten or more consecutive days and nights, any burglary occurs during the period that the premises are left uninhabited.

(ii) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.

(iii) If the interest of the Insured in any property passes from the Insured otherwise than by will or operation of law.
Warranted that whenever the residence is left unattended, all doors and windows shall be properly secured and all keys for main doors shall be removed from the residence. Further, the keys of safes would be safely placed in a place other than where safe is located.

CLAIM SETTLEMENT UNDER SECTION VI (B)

In the event of the Property covered suffering damage during the currency of the policy by any of the specified perils covered, the Company will pay the amount of the loss or damage or at its option replace or repair such loss or damage. The basis of settlement will be cost of replacing or reinstating property cover by new property of the same kind or type and capacity, subject to the following Special Provision.

Special Provisions

I. The Insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the Company in writing may allow.

II. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing may allow.

III. In case any one or more of the aforesaid special provisions are not complied with OR if the Insured requests and the Company agrees that the reinstatement should not be carried out, the basis of settlement shall be the Amount of damage less due allowance for wear and tear and depreciation. In such an event, condition of average will not be applied. Sum Insured will be taken on a first loss basis for the amount mentioned in the schedule.

SECTION VII - BAGGAGE INSURANCE

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum

Insured, unless otherwise agreed by the Company, in respect of loss or damage to the Insured's Baggage due to accident or misfortune whilst on journey, anywhere within India, only up to the actual value of the Baggage at the time of happening of loss or damage but not exceeding the Sum(s) stated in the Schedule in any period of insurance.

For the purposes of this Section,

(i) "Journey" shall mean any trip undertaken by the Insured outside the city, town or municipal limit of the residential premises of the Insured. However, if the journey is undertaken by ticket/s purchased through the Card, then the loss of baggage within city, town or municipal limit of the residential premises of the Insured will also be covered under this Policy.
(ii) "Baggage" shall mean personal belongings of the Insured which are carried by the Insured during his journey or acquired by the Insured during the journey.

CLAIM SETTLEMENT

The Company will reimburse the Insured for the market value of Baggage in the event of total and complete loss of such Baggage.

"Market value" shall mean the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss or damage.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION VII

The Company shall not be liable to make any payment under this Policy in respect of:

(i) Loss of cash, including deeds, bonds, bills of exchange, promissory notes, stock or share certificates contained in or forming part of the Baggage or being carried on the body of the Insured or entrusted to any other person, on account of error or mistake or otherwise howsoever.
(ii) Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation of deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.

(iii) Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance being used to carry such articles.

(iv) Loss or damage caused by mechanical derangement to any electrical machine, apparatus, fixtures or fittings (including electrical fans, electric household or

domestic appliances, wireless sets, radio and television sets) or to any portion of electrical installation arising from or occasioned by over running, excessive pressure, short circuiting arising from self-heating or leakage of electricity from whatever cause including lightning.

(v) Loss or damage caused by mechanical derangement, over-winding, denting or internal damage of watches and/or clocks.

(vi) Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.

(vii) Theft of Baggage from any car in which the Insured is travelling whilst on a Journey, except if such theft occurs from a fully enclosed saloon car having, at the time of occurrence, all the doors, windows and other openings securely locked and properly fastened.

(viii) Loss of or damage to articles which did not form part of the Baggage when the Journey commenced, unless the loss of or damage to such articles is within a maximum limit of 1% of the Sum Insured per Insured per Journey.

(ix) Loss or damage to manuscripts, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments unless specifically declared to, and accepted by, the Company.

(x) Loss of articles such as walking sticks, umbrellas, sun shades, fans, deck chairs, property in use while on the Journey, or articles whilst being worn on the person of the Insured or carried with the Insured.

(xi) Any loss or damage arising through delay, detention or confiscation of Baggage by Customs or other Authorities.

(xii) Loss of or damage to any property or articles whilst being conveyed or transferred by any carrier under a contract of affreightment.

(xiii) Loss of or damage to articles of consumable or edible or perishable nature.

(xiv) Damage or loss not reported to the police within 24 hours of discovery and a written report obtained in respect of the same.

(xv) Loss of Baggage, occurring whilst in transit and reported to the Company within 48 hours of the occurrence, due to any of the perils stated in the scope of cover where

the Insured is involved, or suspected to be involved, as principal or accessory to a crime, including fraud or dishonesty of the Insured.

(xvi) Loss or damage due to, or contributed to by, the Insured having caused or suffered anything to be done whereby the risks hereby insured against was unnecessarily or unreasonably increased.

(xvii) Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of baggage has been procured and submitted to the Company.

(xviii) Any partial loss of the contents contained within the item(s) of Baggage.

(xix) Items contained within the Baggage, which are valued in excess of Rs.5000 without appropriate proof of ownership.

(xx) Loss or damage occurring outside the geographical limits of the Indian territory.

(xxi) Loss or damage occurring to Baggage whilst in the possession of, or belonging to, dependants of the Insured or any person other than the Insured.

ENDORSEMENT AVAILABLE FOR COVER UNDER SECTION VII – BAGGAGE INSURANCE Extension of Geographical Cover to Worldwide:

In consideration of the payment by the Insured to the Company of the sum of _____ as additional premium, it is hereby agreed and declared that notwithstanding anything stated in this policy to the contrary, the loss or damage to the Baggage, while on a Journey outside the territorial limits of India shall also be covered under the Policy.

SECTION VIII - GLOBAL COVER

SECTION VIII (A) - LOSS OF CHECKED BAGGAGE:

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in the event of the Insured suffering a total loss of Baggage while on a Journey that has been checked by an International Airline for an International flight.

CONDITIONS / EXCLUSIONS APPLICABLE FOR COVER UNDER SECTION VIII (A):

1. The amount payable in respect of any one article, pair or set is limited to the amount stated in Part I of the Schedule.
2. In the event of loss of property whilst in the custody of an International airline, a Property Irregularity Report (PIR) must be obtained from the International airline immediately upon discovering the loss which must be submitted to the Company in the event of a claim under this Section.
3. No partial loss or damage shall be compensated by the Company. However, total loss or damage of an individual unit(s) of baggage shall not be construed as falling within this exclusion.
4. No claim will be paid for valuable items as defined. Such items should at all times be carried by the Insured Person and not packed as part of checked baggage.
5. Upon payment of the claim under this Section, any recovery from an International airline under the terms of the Warsaw Convention shall become the property of Company.
6. The Company reserves the right to replace or pay the intrinsic value of any lost article.

SECTION VIII (B) - DELAY OF CHECKED BAGGAGE

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, for the expenses incurred for emergency purchase of basic essential items in the event that the Insured suffers a delay of Baggage of more than 12 hours from the scheduled arrival time at the destination for delivery of Baggage that has been checked by an International Airline for an International flight.

CONDITIONS APPLICABLE FOR COVER UNDER SECTION VIII (B):

1. A non-delivery certificate must be obtained immediately from the International airline which must be submitted to the Company in the event of a claim hereunder.
2. Any payment made to the Insured for cover under section VIII (B) shall be offset against any claim ultimately payable by the Company for cover under section VIII (A) with respect to the same Baggage.

SECTION VIII (C) - TRAVEL INSURANCE:

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in events as specified below:

(1) LOSS OF PASSPORT AND TRAVEL RELATED DOCUMENTS (VISA, TICKETS, ETC.):

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in the event of loss of the Insured's Passport and / or travel related documents, in accordance with the sum insured in Part I of the Schedule.

EXCLUSIONS APPLICABLE FOR COVER UNDER SECTION VIII (C)(1)

The Company shall not be liable to pay in respect of:

1. Loss of or damage to passport and travel related documents due to or on account of confiscation or detention by customs, police or other authority.
2. Theft or loss which is not reported to the police authority within 24 hours of discovery of the theft or loss and an official report obtained from the police authority.
3. Loss or theft of passport and travel related documents on account of being left unattended by the Insured unless left in a locked hotel room or apartment and an appropriate sized safety deposit box was not available for use by the Insured.

(2) MISSING OF CONNECTING INTERNATIONAL FLIGHT DURING TRANSIT

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in the event the Insured misses or fails to take a connecting international flight of an international Airline due to the delay in arrival of another international flight, in which the Insured is travelling, beyond 6 hours of the schedule arrival time.

CONDITIONS APPLICABLE FOR COVER UNDER SECTION VIII (C)(2)
Subject to the other terms and conditions contained in this Policy, the Company shall be liable to pay the claim under this Section only if:

1. The Insured has actually boarded the first international flight.
2. Connecting international flight's Schedule departure timing is at least 6 hours after the schedule arrival of the first international flight.

(3) PLANE HIJACKING:

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in the event the international flight by an International airline wherein the Insured is travelling is hijacked, and Insured has not been released before 12 hours by the hijackers.

Subject to the other terms and conditions contained in this Policy, the Company will pay to the Insured equivalent Indian currency @ US$250 per hour up to the Sum Insured in Part I of the Schedule.

(4) DELAY IN FLIGHT

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in event an international flight of an international Airline in which the Insured is travelling arrives at the destination after 12 hours from the scheduled arrival time.

SPECIAL CONDITIONS APPLICABLE TO SECTION VIII (C):

1. Any payment made to the Insured for cover under Section VIII (C) (2) (Missing of connecting International Flight during transit) shall be offset against any claim payable by the Company for the cover under Section VIII (C) (4) and vice versa in respct of the same journey.

2. Proof of missing of connecting international flight during transit, delay if flight and plane hijacking must be provided by obtaining the Certificate(s) from the concerned authorities.

DEFINITIONS APPLICABLE TO COVER UNDER SECTION VIII:

1. “Checked Baggage” shall mean the baggage handed by the Insured and accepted by an International Airline for an International Flight for transportation in the same aircraft as the Insured Person and for which the airline has provided a baggage receipt.
2. “Valuables” shall mean photographic, audio, video, computer, telecommunications and electrical equipment, telescopes, binoculars, spectacles, sunglasses, antiques, watches, furs and articles made of precious stones and metals.
3. “International Flight” shall mean any scheduled air transport of passengers and /or freight from one country to another carried on by an International Airlines Company having registration and permits for the purpose.

EXCLUSION APPLICABLE TO COVER UNDER SECTION VIII

The Company shall not be liable for any loss arising in connection with or arising out of:

1. Any flight of an International or National Airline for an international inbound flight to Republic of India.

GENERAL CONDITIONS APPLICABLE TO SECTION VIII

1. The Company may require the Insured to furnish at his/her own expenses all certificates, information, proofs or other evidence to support the claim.
2. The Insured shall not admit liability or make any offer or promise of payment without the express written consent of the Company.
3. The Insured shall take all care to safeguard against loss of or damage to his /her property, as if this insurance was not in force. Failure to do so will prejudice the Insured interests under this Policy.
4. The Insured shall not transfer his/her interest under this Policy. However, the legal representatives of the Insured shall have the right to act for the Insured who is incapacitated or deceased.
5. Any claim which has not been conclusively proven shall not be payable by the Company.
6. No claim will be paid which arises from the Insured engaging in Air Travel unless he or she flies on an aircraft properly licensed to carry passengers. For the purpose of this exclusion, "Air Travel" means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

SECTION IX - CASH IN TRANSIT

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured, unless otherwise agreed by the Company, in event of loss of money by way of hold-up, robbery, theft, burglary or any other fortuitous cause while money is in transit from any ATM/Bank to the destination, provided the destination is within the city limits and the transit is completed within a period of specified 6 hours from the time of cash withdrawal from the ATM/Bank. This cover shall apply only to the loss, whilst in transit, of money belonging to the Insured and in possession of the Insured.

EXCLUSION APPLICABLE TO COVER UNDER SECTION IX

The Company shall not be liable to make any payment under this section in connection with or in respect of any expenses whatsoever incurred by any insured in the following cases:

(i) Loss occasioned by Riot, Strike and Terrorist Activity;
(ii) Money carried under contract of affreightment;
(iii) Theft of money from unattended vehicle;

(iv) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

(v) Shortage of any money due to any error or omission of the Insured or any other person;

TERMS AND CONDITIONS SPECIFIC TO COVER UNDER SECTION IX

1. The Insured shall give immediate notice thereof in writing to the Company as well as lodge forthwith a complaint with the Police
2. The Insured shall be required to furnish the following for or in support of a claim:

(a) Claim form, duly completed;

(b) A copy of First Information Report/ Complaint lodged with concerned Police Station or Panchnama in respect of any loss on account of or during riot and strike, terrorist activity or on account of or due to theft.

SECTION X - FORGERY/COUNTERFEIT CHEQUES COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to compensate the Insured a sum not exceeding the Sum Insured as mentioned in Part I of the Schedule, in the event of any debits being established against the Insured or the loss suffered by the Insured resulting from forgery or counterfeiting of cheques issued by various Banks. The section covers:

(i) Fraudulent encashment of stolen/lost cheques of the Insured through forged endorsements and/or through forged alterations.

(ii) Counterfeit cheques.

EXCLUSIONS APPLICABLE TO COVER UNDER SECTION X

The company will not be liable for loss or damage in following cases:

(i) if the forged/ counterfeit cheque/s does not belong to the series of cheques issued to the Cardholder

(ii) the forged/ counterfeit cheque/s is one which has been encashed or cleared earlier.

(iii) Forged/counterfeit cheques drawn on any co-operative Bank is excluded under the policy.

(iii) Loss suffered on account of payment made in respect of cheques where payee Bank is a co-operative bank.

(iv) Payment made in respect of Non MICR cheques.

CONDITION APPLICABLE TO COVER UNDER SECTION X

1. In the event of any loss, the Insured shall produce a certificate, in support of the claim, from the drawee Bank confirming that the event of loss has happened /occurred.

GENERAL EXCLUSIONS APPLICABLE TO THIS POLICY

The Company shall not be liable for:

1. Damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, Rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection herewith.

2. Any damage arising from or in consequence of requisition by or under the order of any Public authority.

3. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
4. Any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation of or contention by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or any weapon having nuclear components.

5. Damage caused by wear and tear or depreciation.

6. Loss of interest, consequential loss, delay, loss of market.

5. Any Loss or damage arising out of Terrorism/terrorist activity is not covered under any sections of this comprehensive policy.

SPECIAL CONDITIONS APPLICABLE TO THE POLICY:

[Such special conditions may be inserted here as may be agreed upon by the Bank named in Part I of the Schedule and the Company]

GENERAL CONDITIONS APPLICABLE TO THE POLICY:

1. Reasonable Precaution: The Insured shall take all reasonable precautions for the safety of the Insured / Insured's property to prevent injury/ illness/ diseases / Damage.

2. The Insured shall maintain all records, registers and books of accounts reasonably required in an accurate manner.

3. All cover under this policy shall cease if any alteration to the Insured's property / position be made whereby the risk of Damage or injury is increased unless and until such alteration shall be agreed by the Company in writing.

4. Claim Procedure & Requirements: Upon the happening to an event giving rise or which may give rise to a claim:

a) The Insured or his representative shall forthwith give notice to the Company with full particulars.

A claim in writing shall also be delivered by the Insured at his/her own expense to the Company with detailed particulars and proofs, explanation, statement of witnesses as may be required together with particulars of other insurance covering the same risk.

b) In the event of a claim under this policy, all certificates, information, and evidences or otherwise required by the Company shall be furnished at the expenses of the Insured or his/her legal representative/ assignee and shall be in such form and of such nature as the Company may prescribe.

b) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business or Profession and to prevent further damage or injury.

Every letter, claim, writ, summons, process information or any verbal notice of claim shall be forwarded to the Company by the Insured upon receipt. The Insured shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

5. Claim control

a) The Company shall have sole control of all claim procedures and settlements.

b) No admission offer, payment, or indemnity shall be made or given by or on behalf of Insured without Company's written consent.

c) The Company shall have full discretion in conduct of any proceedings and in settlement of any claim, and the Insured shall give all such assistance and information as the Company may require.

6. In the event of any claim being in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of Insured to obtain any benefit under this policy or if any loss or damage is occasioned by the wilful act or with the connivance on Insured, all benefits, under this Policy shall be forfeited.

7. If at the time any claim arises under this Policy, there shall be in force any other insurance covering the same property, interest or liability, the Company shall not pay more than its rateable proportion of such claim. This shall not apply to Sections I, II , IV and V of this Policy.

8. No sum payable under this Policy shall carry any interest or penalty.

9. 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 Insured should be a condition precedent to any liability of the Company to make any payment under this policy.

10. The Geographical Scope of this Policy will be India except for Section I and Section VIII under the Policy.

11. If the Company alleges that by reason of any of the terms and conditions, exclusions, etc. any loss, damage, cost or expenses is not covered by this Policy, the onus of proving the contrary shall be upon the Insured.

12. This Policy shall be voidable in the event of mis-representation, misdescription or non-disclosure of any material particular by the Insured.

13. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were Insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

14. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

(a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

(b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

(c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

15. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

16. Cancellation/termination

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.

Termination
Disclosure to information norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or nondisclosure of any material fact.

17. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b. Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

18. On the happening of loss or damage to any of the property insured by this policy, the Company may

(a) enter and take and keep possession of the building or premises where the loss or damage has happened.

(b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

(c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

(d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all Covers under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

19. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate

or repair such property if the same could lawfully be reinstated to its former condition.

20. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby Insured against be collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

22. The Insured 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

23.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)*

24. Every notice and other communication to the Company required by these conditions must be written or printed.

25. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

26. In the event the Insured having multiple Cards issued by the Bank named in Part I of the Schedule, the Insurance Policy shall be applicable only for the Card, which has the highest limit of Indemnity. In event multiple cards have been issued to the Insured by the Bank named in Part I of the Schedule, the Insured will be eligible for the insurance benefit under this Policy only with respect to the highest value Card and not in respect of the multiple Cards.

27. The policy does not cover any loss or damage, resulting from or arising out of or in connection with terrorism or terrorist activity, unless specifically availed of by the Insured as an Endorsement.

29. Subject to other terms and conditions under this Policy, event/s giving rise to the claim under this Policy should be reported to the Company within 90 days from its occurrence or happening, failing which the claim in respect of the event shall not be admitted by the Company and shall be deemed to be abandoned by the Insured, unless accepted by the Company in writing at its sole discretion.

1. Contribution

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would but for the existence of this Policy) and the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, in the same Claim (in whole or in part), then We shall not be liable to pay or contribute more than Our rateable proportion of any Claim.

However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable

If the insured property is hypothecated to any bank, other lending or financial entity then this clause is not applicable.

2. Subrogation

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

3. Free Look Up period

You would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on the stamp duty charges.

4. Renewal - Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

Terms of Renewal

- The Policy can be renewed under the then prevailing CREDIT/DEBIT/ATM CARD PACKAGE INSURANCE POLICY product or its nearest substitute (in case the CREDIT/DEBIT/ATM CARD PACKAGE INSURANCE POLICY product is withdrawn by the Company) approved by IRDA.

- This policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured

- Renewal Premium - Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.

    - Maximum Renewal Age – There will be life-long renewal without any age restriction for the cover.

5. Grace Period - The Policy may be renewed by mutual consent and in such event the renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable for any Claim which occurs during the Grace Period.

6. Settlement/Rejection of Claim - The settlement of claims would be done by Us within 30 days after the receipt of last necessary documents, any rejections if done, would be provided with proper reasons by Us.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002.

ANNEXURE A
STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY (MATERIAL DAMAGE)

In consideration of the Insured named in the Schedule hereto having paid to ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if, after payment of the premium, the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, during the period of insurance named in the said schedule or of any subsequent period, in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

I. Fire

Excluding destruction or damage caused to the property insured by

a) i) its own fermentation, natural heating or spontaneous combustion.
   ii) its undergoing any heating or drying process.

b) burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

a) to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
b) caused by centrifugal forces.

IV. Aircraft Damage

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

c) Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, 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 purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words " excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

a) the Insured or any occupier of the premises or

b) their employees while acting in the course of their employment.

VIII. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

a) the normal cracking, settlement or bedding down of new structures

b) the settlement or movement of made up ground

c) coastal or river erosion

d) defective design or workmanship or use of defective materials

e) demolition, construction, structural alterations or repair of any property or groundwork or excavations.

IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X. Missile Testing operations

XI. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by:

a) Repairs or alterations to the buildings or premises

b) Repairs, Removal or Extension of the Sprinkler Installation

c) Defects in construction known to the Insured.

XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be

substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

(A) GENERAL EXCLUSIONS

1. This Policy does not cover (not applicable to policies covering dwellings)

   a) The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of " Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy.

   b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

   The Excess shall apply per event per Insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

   a) pollution or contamination which itself results from a peril hereby insured against.

   b) any peril hereby insured against which itself results from pollution or contamination.

5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.

6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine,

   apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

10. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.

13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

(B) GENERAL CONDITIONS

1. This Policy shall be voidable in the event of mis-representation, mis-description or nondisclosure of any material particular.

2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

   Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

   Notwithstanding the above, the Company, subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement, may agree to continue the insurance, subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -

   a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

   b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. (i) On the happening of any loss or damage, the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.

   a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss
   or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

   b) Particulars of all other insurances, if any

   The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

   No claim under this Policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this Policy, the Company may

a) enter and take and keep possession of the building or premises where the loss or damage has happened.

b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

d) sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any

other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time

of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If, in any case, the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property, if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. If, at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

12. The Insured 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties, to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13. 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. Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, prorata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

    The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss, for which the Company may have paid hereunder and irrespective of the fact, whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured, subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.
    Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss, in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

STANDARD FIRE AND SPECIAL PERILS POLICY ENDORSEMENT (Material Damage)

F8. EARTHQUAKE (FIRE AND SHOCK)

If option to delete STFI peril is exercised

In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this policy occasioned by earthquake including Landslide/ Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake .

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

If option to delete STFI peril is not exercised

In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this policy, occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Special conditions :

(i) Excess Clause
5% of each and every claim subject to a minimum of Rs.10,000/-.

(ii) Extension cover shall be granted only if the entire property in one complex / compound / location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).

(iii) Onus of proof
In the event of the Insured making any claim for loss or damage under this policy, he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

STANDARD FIRE AND SPECIAL PERILS POLICY ENDORSEMENT (Material Damage)

F16 TERRORISM DAMAGE COVER ENDORSEMENT

It is hereby declared and agreed that in consideration of payment of additional premium of Rs _____- the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s “terrorism and/or act of terrorism” shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

This endorsement does not cover loss of or damage caused by

A)

I. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

II.Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

III.Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

IV.Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.

B)

loss or damage, cost or 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed the Sum Insured under this Policy OR Rs. 200 crores (combined for Material Damage and Loss of Profit Policies), whichever is lower.

In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.200 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.200 crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of 0.5% of the total sum insured subject to a minimum of Rs. 1 lakh for Industrial Risks & 0.5% of total sum insured subject to a minimum of Rs.25,000.00 for Non-Industrial Risks for each and every claim in respect of both material damage and loss of profits combined.

AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

It is hereby declared and agreed:-

i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

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

iii. That if and wherever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this policy, if made by the Bank, shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

v. That this insurance, so far only as it relates to the interest of the Bank therein, shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder, whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank, provided always that the Bank shall notify the Company of any change of ownership or alternations or increase of hazards not permitted by this insurance, as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

FA AGREED BANK CLAUSE

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability there fore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and/ or sponsored Industrial Financing or Rehabilitation Financing Corporations and/ or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC or India/ and Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word "Bank" in the said clause.

STANDARD FIRE AND SPECIAL PERILS POLICY CLAUSE
(Material Damage)

FC DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining, where necessary, the item under which any property is insured, the Insurers agree to accept the designation under which the property has been entered in the Insured's books.

FD REINSTATEMENT VALUE POLICIES

It is hereby declared and agreed that in the event of the property insured under (Item Number 6.) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated, shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type, but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow;

otherwise no payment beyond the amount which would have been payable under the policy, if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy, if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement, if the whole of the Property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if

a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

FE LOCAL AUTHORITIES CLAUSE

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1) The amount recoverable under this extension shall not include:

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,

i) in respect of destruction or damage occurring prior to the granting of this extension

ii) in respect of destruction or damage not insured by the policy,

iii) under which notice has been served upon the Insured prior to the happening of the destruction of damage,

iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

FE LOCAL AUTHORITIES CLAUSE

3) If the liability of the Insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.

4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

6) No additional premium shall be charged for inclusion of this clause in this policy.

FG ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES (upto 3% of the claim amount)

It is hereby declared and understood that the expenses incurred towards Architects, surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy is covered upto 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

STANDARD FIRE AND SPECIAL PERILS POLICY CLAUSE (Material Damage)

FH REMOVAL OF DEBRIS CLAUSE (upto 1% of the claim amount)

It is hereby declared and agreed that the expenses incurred upto 1% of the claim amount is included in the sum insured on :

(a) Removal of debris from the premises of the Insured;

(b) Dismantling or demolishing; Shoring up or propping.

Notices

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

In Your case, at the last known address specified in the Schedule

In Our case:

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

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

Customer Service

If at any time You require any clarification or assistance, You may contact any of Our offices at the address specified, during normal business hours.

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, Service Engineer's Report, Fire Brigade Report, 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 (This condition will not apply in case of policies issued on the property/building on reinstatement value basis).

Grievances

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,	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
	Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	

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.i n	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,	Tamil Nadu, Pondicherry Town and Karaikal (which are part of

	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	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, 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 Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA	State of Uttaranchal and the following
	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	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, website of the Company www.icicilombard.com or from any of the offices of the Company

ICICI Lombard General Insurance Company Limited

Mailing Address: 601 & 602, 6th Floor, Interface 16, New Link Road Malad (W), Mumbai - 400 064

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

Toll Free No.: **1800 2666** • Chargeable No.: **+91 86552 22666**• Insurance is the subject matter of solicitation.

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