Smart Wallet Secure Policy Policy wordings

I. Preamble:

WHEREAS the Insured designated in the Policy Schedule/Certificate Of Insurance having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to ICICI Lombard General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

Operative Clause:

Now this Policy witnesseth that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Policy holder/Insured Person or his/her nominee or legal representatives, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

II. Definitions:

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purpose of this Policy, the terms specified below shall have the meaning set forth:

"Accident" means 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.

"Adventure Sports" skydiving/parachuting, parasailing, hang gliding, paragliding, ballooning bungee jumping, scuba diving, mountaineering or rock climbing (where ropes or guides are customarily used), Speed contest or racing of any kind, caving or pot-holing, absoiling, hunting or equestrian activities, deep sea diving, skin diving or other underwater activity, polo, snow and ice sports, rafting or canoeing involving white water rapids, yachting or boating, , Base Jumping, Ski Jumping, Trekking, Adventure racing on land and water, Snorkeling, Kayaking, Surfing, any bodily contact sport or any other hazardous or potentially dangerous sport

"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 a Financial Institution as specified in the Policy Schedule/Certificate Of Insurance.

"Certificate of Insurance" shall mean the document issued by the Company evidencing the enrollment of Insured Person into the group for which this Policy is issued

"Company / Insurer" means ICICI Lombard General Insurance Company Limited.

"Common Carrier" - means any civilian land, rail or Scheduled Airline in each case operated under a valid license for the transportation of passengers for hire.

"Condition Precedent" means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

"Corporate" means any organization, firm, society or body corporate on whose name the Policy is issued.

"Counterfeit Card" shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank 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.

"Deductible" means a cost sharing requirement under this policy, that provides that the insurer will not be liable for a specified rupee amount for the specified sections and number of days or number of hours for Daily Allowance in case of hospitalization section, as specified in the Policy Schedule/Certificate Of Insurance and which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured and is applicable per event, upto the specified limits mentioned.

"Dependent Child" refers to a child (natural or legally adopted), below the age of 23 years, who is financially dependent on the primary insured or proposer and does not have his *I* her independent sources of income.

"Disclosure to information norm" means the Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

"EDC" means Electronic Data Capturing Machine used for Card transactions at Merchant Establishment.

"Emergency Assistance Service Provider" means Third Party Administrator or any organization or institution appointed by the Company for providing services to the Insured Person for an insurable event.

"Family" means the Primary Insured, his/her lawful spouse and maximum of any two dependent children up to the age of 23 years.

"Financial Emergency" means a situation wherein the Insured Person loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, which has detrimental effects on his/her travel plans.

"Financial Institution" shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

"Foreign Enemy" means any group of individuals, entity or country, who intends to cause injury, or commissions an act dangerous to human life or property in the location where the Insured Person is travelling to, by the use of hostile force or violence.

"Immediate Family Members" mean only the family members listed below:

i) Insured Person's legally married spouse as long as she continues to be married.
ii) Insured Person's children
iii) Insured Person's Parents

"Injury" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

"Insured Person" means the person named in the Policy Schedule/Certificate of Insurance, who has a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

"Insurable Event" means an event, loss or damage for which the Policy holder/Insured Person is entitled to benefiUs under the Policy.

"Loss" means loss or damage.

"Notification of Claim" means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

"Password" – means a secret word or phrase that one uses to gain admittance or access to information

"Period of Insurance" means the period between the inception date and the expiry date as specified in the Policy Schedule/Certificate of Insurance as applicable, or the cancellation of this insurance, whichever is earlier.

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

"Policy" means proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.

"Policy Holder" means the Bank or any other entity named in the Policy Schedule who is responsible for administration of the policy in cases of group insurance

"Policy Schedule" means the document mentioning the name of the Policy holder , Insured persons, Policy Period, scope of cover, limits to which benefits are subject to and other relevant terms and conditions

"Permanent Partial Disablement" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the insured person and which falls into one of the categories listed in the Table of benefits.

"Permanent Total Disablement" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the insured person from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no possibility of improvement at the end of that period as certified by a doctor.

"Pre-existing Disability" means an existing disability and consequence of such disability existing or known to exist at the commencement of the policy period.

"Professional Sportsperson" means those sports persons who are in to full time sports and maintain their livelihood through earnings from their involvement in sports.

"Renewal" means 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 gaining credit for pre existing diseases, time-bound exclusions and for of all waiting periods.

"Pre-Reporting Period" is defined as the period prior to reporting of loss of card to the Bank, as specified in the Policy Schedule/Certificate of Insurance.

"Post-Reporting Period" is defined as the period post reporting of loss of card to the Bank, as specified in the Policy Schedule/Certificate of Insurance.

"Semiprofessional sports person" shall mean those sports persons who participate in sports on frequent basis (at least once in a month) while being separately employed elsewhere or self-employed and whose primary source of income is not from sports.

"Subrogation" means 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.

"Sum Insured" means the maximum amount of coverage, as specified in the Policy Schedule/Certificate Of Insurance, that the Policy holder/ Insured Person is entitled to in respect of each benefit and as applicable under the Policy.

"Territory.": This Policy applies to incidents within geographical limits specific to the section as specified under the Schedule.

"Unattended" A Vehicle, premises or personal belongings are unattended if there is no one able to observe or to prevent interference with it.

"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.

Ill. Scope of Cover:

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed, to compensate, indemnify, pay and/or reimburse in manner provided in this policy, benefits to the insured person for loss or damage described hereunder as per the coverage and up to the limit of Sum Insured specified in the Policy Schedule/Certificate Of Insurance.

SECTION 1 - LOST CARD LIABILITY AND ASSISTANCE FOR BLOCKING OF CARDS

The Company shall reimburse the Insured Person for debits or transactions established against the Insured Person resulting from the unauthorized use of any lost or stolen Card(s) during the Pre Reporting Period and Post Reporting Period as specified in the Policy Schedule/Certificate Of Insurance, subject to overall liability of the Company not exceeding the Sum Insured for the coverage as mentioned in the Policy Schedule/Certificate Of Insurance. Such debits or transactions shall include transactions involving unauthorized use of PIN (Personal Identification Number) issued to the Insured Person by the Financial Institution named in the Schedule.

Details of the Card covered under this section along with name of the relevant Bank/Financial Institution are as mentioned in Policy Schedule/Certificate Of Insurance.

Sum Insured specified under this section shall be floating across all cards in the name of the Insured person and being used by the Insured person, specifically registered with the Emergency Assistance Service Provider.

The Company shall also facilitate the blocking of all Cards registered with the Company on reporting of the same by the Insured Person, subject to availability of relevant information pertaining to the same with Emergency Assistance Service Provider appointed by the Company. The Company shall provide this assistance service to Insured Person on a best effort basis. The Company shall take due care in appointment of the service provider and shall remain liable for any civil or criminal liability arising out of failure to provide such service. The geographical scope of this service shall be specified in the Policy Schedule/Certificate of Insurance.

Special Exclusions:

The Company shall not be liable to make any payment under this benefit in respect of the following unless specified otherwise in writing by the Company:

1. Internet banking transactions authorized using Password issued to the Insured Person by the Bank unless otherwise specified.
2. Any unauthorized use of card or fraudulent transactions made without the loss or theft of card
3. Debits established against the Insured person resulting from the use of Counterfeit Card.
4. Losses sustained due to fraudulent or dishonest acts committed by Insured Person's Employee, acting alone or in collusion with others in respect of the Card.
5. Losses sustained due to forgery or alteration of or in any written instrument required in conjunction with any Card.
6. Card transactions in which the Bank is legally entitled to recover from the Insured Person, or the corporate or other legal entity agreeing to honor Card expenses incurred by the Insured Person.
7. Losses resulting from any Card issued without making a proper application to the Policy holder named in the Schedule. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Policy holder named in the Schedule.
8. Losses arising out of use of the Card by the Insured Person with intent to defraud the Policy holder named in the Schedule.
9. In case of cancellation of purchases of products or services bought through the Card, if the amount refunded is not credited back to the Card then the Company shall not make payment for any claim arising as a consequence of this to the Policy holder *I* Insured Person
10. 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.
11. Any transaction made if the Card is lost prior to the commencement of the period of insurance, unless this policy is a renewal.
12. Any transaction made after the expiry of the period of insurance.

CLAIMS PROCEDURE APPLICABLE TO SECTION I

In the event your covered Card has been lost during the Policy Period the procedure to be followed is given below:

1. You shall give immediate notice to the Emergency Assistance Service Provider/ Company or the Bank/ Financial Institution for blocking *I* deactivating the Cards
2. You shall also give immediate notice to the nearest police station giving full particulars of the loss. Section- II: Personal Accident (Death + PTO + PPD)

Coverage:
The Company shall compensate the Insured Person or his/her nominee or legal representatives, as the case may be, for accidental bodily injury solely and directly caused by accidental, violent, external and visible means resulting in accidental death or Permanent Total Disablement or Permanent Partial Disablement within twelve (12) calendar months of occurrence of such injury.

In case of the unfortunate accidental death of the Insured Person, the compensation shall be paid to the nominee or legal representatives. The Sum Insured shall be the maximum liability of the Company under this benefit.

Subject to the above; the Company shall pay to the Insured Person, his/her nominee or legal representatives, as the case may be, the sum or the sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of SumInsured payable as compensation
1. Accident Death	100%
2. PTO – Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot 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 of 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.	100%
iii) Total Paralysis	100%
iv) Loss of all fingers and both thumbs OR loss of arm – at shoulder; between shoulder and elbow; at and below elbow OR loss of leQ – at hip; between knee and hip; below knee	100%
For the purpose of items 2 i) and 2 ii) above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle respectively.	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever which he or she was capable of doing earlier	100%
4. PPD - Total and irrecoverable loss of various parts as given below:	Percentage of Sum Insured
The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%

Use of a hand or a foot without physical separation	50%
Loss of speech	50%
Loss of toes – all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	2%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	50%
	40%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges	15%
Loss of index finger - two phalanges	10%
Loss of index finger - one phalanx	5%
Loss of middle finger or ring finger or little finger - three phalanges	10%
Loss of middle finger or ring finger or little finger – two phalanges	7%
Loss of middle finger or ring finger or little finger - one phalanx	3%
Loss of metacarpals – first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	**Percentage as assessed by a Physician and / or panel doctor of the Company**
• **The disablement occurs within one year of accident** • **The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement**	

Notwithstanding anything contained in the Policy, the Company shall not be liable for compensation under more than one of the points (1) to (4) in the Table of Benefits hereinabove, in the same period of disablement of the Insured Person.

Special Exclusions:

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

1. Any existing physical disability.
2. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Damage to health caused by curative measures, radiation, Infection, poisoning except where these arise from an accident.
4. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of accidental death.
5. Any other claim reported after accidental death claim has been admitted by the Company and becomes payable.

6. Any claim which arises out of an accident connected with the operation of an aircraft (Including Cabin Crew) or which occurs during parachuting except when the Insured Person is flying as a Fare Paying passenger in a multi-engine, scheduled commercial aircraft or Air Charter company.
7. Payment of compensation in respect of accidental death, injury or disablement of the Insured Person from;
   a. intentional self-injury, suicide, or attempted suicide.
   b. whilst under the influence of intoxication, liquor or drugs.
   c. arising or resulting from the Policy holder /insured person committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion.
   d. whilst engaging in speed contest or racing of any kind, hunting, bungee jumping, parasailing, ballooning, skydiving, paragliding, hand gliding, mountaineering or rock climbing, potholing, abseiling, deep sea diving, polo, snow and ice sports, etc. unless specifically covered and duly mentioned in the Policy Schedule/Certificate Of Insurance.
8. Any consequential loss or damage cost or expense of whatsoever nature.

9. Accidental Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth, maternity or pregnancy or in consequence thereof, venereal disease or infirmity.
11. Any exclusion mentioned in the 'General Exclusions" section of this Policy.

Special Conditions:

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage as stated in the "Table of Benefits" will be considered for payment.

2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured as specified in the Policy Schedule/Certificate Of Insurance.

3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in determining the benefit amount in such a case will be the degree to which the normal physical or mental capabilities are impaired, solely from a medical point of view, as ascertained by a Medical Practitioner or a panel of doctor of the company or Emergency Assistance Service Provider.

4. In the event of permanent disablement, the Insured Person will be under obligation:

   a. To have himself/herself examined by the Medical Practitioners appointed by the Company/Emergency Assistance Service Provider and the Company will pay the costs thereof

   b. To authorize Medical Practitioner providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured Person.

5. If the above obligations as specified under special condition no.4 are not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):

In addition to the exclusions that are applicable for the specific sections of the Policy as mentioned above in this Policy, the following exclusions apply to benefits under all Sections including endorsements forming part of the Policy.

Without prejudice to anything contained in this Policy, the Company shall not be liable to make any payment in respect of:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside of the period of insurance.

2. Any claim if the Insured Person: –

   is taking part in a naval, military or air force operation.

3. Deductibles as specified in the Policy Schedule/Certificate of Insurance.

4. Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.

5. Any claim resulting or arising from or any consequential loss, directly or indirectly, caused by or contributed to or arising from:
   a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, Adventure Sports unless declared beforehand and necessary additional premium paid

7. Any claim arising out of accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
8. No claims will be paid for losses arising directly or indirectly from or if engaging in any criminal or illegal act

GENERAL CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)

1. Of the covers indicated in this policy wording coverage available to the policy holder/ Insured person will be indicated in the Policy Schedule/Certificate Of Insurance along with Sum Insured and Deductibles
2. Deductiple will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.

3. The Policy holder *I* Insured Person(s) shall at his own expenses take all reasonable precautions to prevent loss at all times 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.
4. No refund of premium shall be allowed for cancellation of policy/ies wherein claim has been reported.
5. Claim Procedure – The procedure to be followed by the Policy holder/ Insured person in case of any event that may give rise to a claim under this Policy, the claim documentation required to be submitted by the Policy holder/ Insured Person at the time lodging claims as well as the claim settlement process are enumerated in the enclosed Claim Procedure attached to this Policy. Any failure on the part of the Policy holder/ Insured Person in complying with the procedure or submission of required documents in support of his/her claim may prejudice the claim of the Insured Person.
6. Obligations of the Policy holder/ Insured Person:
   a) Policy holder/ Insured Person shall provide to the Company or the Emergency Assistance Service Provider appointed by the Company, on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits.
   b) The Company or the Emergency Assistance Service Provider appointed by the Company is authorized to take all measures that are suitable for loss prevention and claim minimization The Company shall be released from any obligation to pay benefits under this Policy, if any, of the aforementioned obligations are breached by the Policy holder/ Insured Person.

5. All Claims will be settled in India and in Indian Rupees only.

6. Multiple Claims: In the event a claim is payable in multiple sections under this policy the Company's liability will be restricted to the highest amount payable per section. This will not apply to Section I: Travel Personal Accident.

7. In case a covered insured event, as described in the Benefit Section, occurs before date of purchase of this policy the Company shall not be liable to pay a claim.

GENERA L TERMS AND CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS POLICY)

1. **Duty of Disclosure or Disclosure to information norm:**
   The Policy shall be void and all premium paid hereon shall be forfeited and no benefit shall be payable in the event of misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent' means or device being used by the Policy holder/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

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

3. **Insured Person:**

Only those persons named as an Insured Person in the Schedule shall be covered under this Policy. Any person may be added as an Insured Person during the Policy Period after his application has been accepted by the Company, additional premium to be paid and the Company has issued an endorsement confirming the addition of such person as an Insured Person

4. Alterations and Endorsements to the Policy:

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by anyone (including an insurance agent or broker) except the Company, and any change made by the Company will be evidenced by a written endorsement signed and stamped by the Company.

The following endorsement requests can be accepted by the Company:

7. Reasonable Care

The Policy holder/Insured Person shall take all reasonable steps to safeguard the health and Card related information pertaining to the Insured Person against loss or damage that may give rise to a claim.

8. Material change

The Policy holder/ Insured Person shall immediately notify the Company in writing of any material change in the risk and the Company may adjust the scope of cover and *I* or premium if necessary, accordingly. The liability of Insurance Company shall continue only if there is a written acceptance on the part of the Insurance Company through endorsement.

9. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Policy holder/Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy all benefits and premium paid under this Policy shall be forfeited

The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 1 of this Policy

10. No constructive Notice

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

11. Notice of charge

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

12. Overriding effect

The terms and conditions contained herein and in the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.

13. Electronic Transaction

The Policy holder /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDAI regulations for protection of policyholder's interests. All conditions of section 41 prescribed for the proposal form all necessary disclosures on terms, conditions and major exclusions shall be made

known to the Policy holder/Insured Person; Any voice transaction shall be
consent of the Policy holder/Insured Person and the recordings shall be maintained by or on behalf of the Company and shall be made available to the Policy holder/Insured Person for subsequent validation/confirmation of the Policy holder/Insured Person, if so required.

14. Duties of the Policy holder/ Insured Person on occurrence of loss

On the occurrence of any loss, within the scope of this Policy the Policy holder/ Insured Person shall:

a) Forthwith inform the Company and file/submit a Claim Form in accordance with 'Claim Procedure'.
b) Allow the Medical Practitioner or the Surveyor or any agent of the Company to inspect the loss Undamaged properties premises/goods as well as examine the Policy holder/ Insured Person.
c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.
d) Not to abandon the insured property/items in the premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.
e) If the Policy holder/Insured Person does not comply with this provision of this Clause, all benefits under this Policy shall be forfeited, at the option of the Company.

15. Right to inspect

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

16. Position after a claim

The Policy holder/ Insured Person shall not be entitled to abandon any insured property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured Person, the Sum Insured for the remainder of the period of insurance shall stand reduced by the amount of the compensation.

17 Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Policy holder/Insured Person's rights or recovery thereof against any person or Organisation, and the Policy holder/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Policy holder/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur *in* doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Policy holder /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. However, this condition shall not be applicable to sections where the claims pay-out is on benefit basis.

18. Contribution

If at the time of loss or damage covered by this Policy, if there exists any other insurance of any nature whatsoever covering the same, whether effected by the Policy holder /Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition shall not be applicable to Personal Accident section and sections where the claims pay-out is on benefit basis. However, if the insured property is hypothecated to any bank, other lending or financial entity then this clause is not applicable.

19. Forfeiture of claims

If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided herein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

20. Termination *I* 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.

21. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by the Policy holder/ Insured person and the Company to be subject to Indian law and in Indian Court.

22. Arbitration

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

23. Notices

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

- In case of the Policy holder/Insured Person, at the address specified in the Policy Schedule/Certificate Of Insurance.
- In case of the Company, to the Policy issuing office of the Company.

24. Customer Service

If at any time the Policy holder/Insured Person requires any clarification or assistance, the Policy holder/ Insured Person may contact either the Emergency Assistance Service Provider or the Policy issuing office of the Company at its address during normal office hours.

25. 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 REDRESSAL PROCEDURE

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 subsection "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

	Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman	Bihar, Jharkhand.

	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	
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

Claims Procedure

1 In the event of an accident which is likely to give rise to a claim under this Policy, the Insured Person or his/her representative shall immediately contact the Emergency Assistance Service Provider/ the Company giving details of the Policy issued to Insured Person/ Policy Holder. The details of phone numbers and Help Line are given in the Schedule attached to this Policy.

2 The first call will have to be made by the Insured Person or his/her representative giving his/ her contact number and subsequent calls will be made by the Emergency Assistance Service Provider *I* the Company at the contact number given by the Insured Person.

3 The Insured Person or his representative shall provide to the Emergency Assistance Service Provider maximum information about the accident or occurrence as is available, as well as other information such as the Policy number etc.

4 In the event of death of the Insured Person due to an insured event in terms of this policy an official death certificate and a physician's statement giving the cause of death needs to be submitted.

5 The Company shall review and monitor the promptness and quality of the service,

turnaround time and accessibility provided by the Company/ Emergency Assistance Service Provider in the interest of the policyholder and shall take due course of action based on the results of the review.

6 Claims, if any, will be settled in Indian Rupees. In such cases, the claim form with details is to be submitted to the Company OR Emergency Assistance Service Provider.

7 The Company shall only be liable to indemnify if, besides proof of insurance cover, the documentary proofs required as per the claims procedure stated in the Policy, is also submitted.

8 Claims for reimbursement shall be submitted to the Company OR Emergency Assistance Service Provider within one month from the date of loss. In the event of accidental death, the same shall be submitted within one month after transportation of mortal remains/burial.

9 The Insured Person shall provide Emergency Assistance Service Provider I the Company on demand with any information that is required to determine the occurrence of the insured event or the scope of the Company's liability. In particular, at the request of Emergency Assistance Service Provider I the Company proof shall be furnished of the actual commencement of the trip.

10 If requested to do so by Emergency Assistance Service Provider I the Company, the Insured Person shall authorise Emergency Assistance Service Provider I the Company to obtain all the information considered necessary from third parties (Medical Practitioners, dentists, alternative practitioners, medical institutions of any kind, insurance carriers, health or pension offices) and release these parties from their obligation not to disclose information.

11 If requested to do so by Emergency Assistance Service Provider I the Company, the Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by Emergency Assistance Service Provider I the Company for the purpose of settlement of claims only. The costs towards any such medical examination shall be borne by the Company.

12 In case of any claim under Personal Liability proof of judicial decision rendered by a Court of Law may be required.

13 In case of any accident giving rise to a claim under the Personal Accident section of the Policy, the Policy holder/ Insured Person, his/her nominee or legal representatives, as the case may be, shall provide complete information and details about the Insured Person in the claim form along with the following documents to the Company or Emergency Assistance Service Provider. Such a claim will be settled only in Indian rupees.

List of documents required for Claims processing:

i) In case of a disability claim
   (1) Certificate from the Hospital and attending Medical Practitioner
   (2) Discharge summary from the hospital explaining the disability
   (3) Police report on the accident if any

(4) Hospital bills

ii) In case of a death claim

(1) Police report on the accident, if any
(2) Death Certificate
(3) Post Mortem report (if conducted)

iii) In case of claim under lost card liability

(1) Duly submitted claim form
(2) The bank statements of the Card, indicating the disputed transactions
(3) Copy of notice issued to the Police
(4) F.I.R. issued by the Police
(5) Communications with the Bank regarding the claim

The original ticket *I* boarding pass indicating the travel dates must be submitted with every claim, along with the completed claim form.