SERVICE CONTRACT LIABILITY
PROSPECTUS

INTRODUCTION

"Service Contract Liability Insurance" is a comprehensively designed product by ICICI Lombard general Insurance company Ltd ("Company") which helps insured in meeting their contractual obligations at the time of any loss

BENEFITS

Claims made in respect of an Insured for any eligible benefits shall be subject to the terms, conditions and exclusions of this Policy. At any point of time, liability of the company shall not exceed limit mentioned for any one loss or in aggregate for any claims admitted in respect of Insured during the period of insurance.

This policy will indemnify insured for compensation legally liable under written contract with service contract holder against personal injury and / or property loss and/or financial loss as the case may be, as a result of occurrence mentioned & in connection with business shown in policy

Within the Limit of Indemnity, the Company will also indemnify insured for Litigation and defense cost as well as mitigation cost for a sub limit defined in the policy schedule.

GENERAL EXCLUSIONS

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Policy Period mentioned in the Policy Schedule or within the applicable waiting period mentioned in the Policy Schedule.

2. **Asbestos**:

   This policy does not cover any liability connected in any way with asbestos, or with any product or material containing asbestos.

3. **Explosives**:

   This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.

4. **Radioactive Contamination**

   This policy does not cover liability directly or indirectly caused by, or contributed to, or arising from:

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

b) radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

5. War:

This policy does not cover liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

6. Professional Advice:

In case the insured gives or fails to give any professional advice, (where advice is given in consideration for a fee) or there is any error or omission in any such advice, this policy does not cover any liability in excess of any fee paid thereto, arising out of aforementioned cases.

7. Specification, Formula or Design

This policy does not cover liability arising directly or indirectly out of:

a) any design, plan, specification, formula or pattern that Insured provides for a fee; or
b) any error or omission associated with any such design, plan, specification, formula or pattern;

8. Legal Liability in Tort:

This policy does not cover any legal liability unless:

a) Insured has expressly assumed it in Contract; and
b) the liability would not have attached in the absence of that Contract.

9. Penalties and Damages:

This policy does not cover liability for any of the following unless specifically agreed by the insurer

a) aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any Court of Law;
b) any fine ; or
c) any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.

10. Pollution:

This policy does not cover: liability arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any Pollutant; However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

i. that Insured neither expected nor intended; and
ii. that took place in its entirety at a specific time and place.

'Pollutant' means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals, organisms or waste. 'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

11. Breach of Contract:

This policy does not cover Breach of Contract where:

a) liability is incurred through Insured's failure to arrange or maintain an insurance required by any law or statute; or
b) liability arising on account of violation of any legal and/or regulatory provision; or
c) liability which is covered by any of the policies listed in the proposal form or elsewhere in the information Insured has provided to the Company; or
d) any liability that would have been recoverable from another party but for Insured's release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract

12. Consequential Loss:

This policy does not cover liability arising as a consequence of "Personal Injury" and/or "Property Loss" and/or "financial loss" indemnifiable under this policy.

13. Injury to Employees

This policy does not cover:

a) liability for Personal Injury to any Employee arising directly or indirectly out of the Employee's employment in the Contract except that this exclusion shall not apply to the liability for such Personal Injury where Insured has assumed that liability; or

b) any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or

c) any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation., irrespective of whether such insurance cover was maintained or not; or

14. Internet Operations:

This policy does not cover liability caused by or arising from Insured's Internet Operations. 'Internet Operations' means any of the following: a. the use of any electronic mail system by Insured or by anyone else at Insured's order or with Insured's consent; or b. access through Insured's network to the World Wide Web or a public Internet site by Insured or by anyone else at Insured's order or with Insured's consent; or c. access to Insured's internal company information and computing resources that is made available through the World Wide Web; or d. the operation and maintenance of Insured's website.

GENERAL CONDITIONS

1. **Disclosure to information norm**:

   This Policy has been issued on the basis of the information provided in respect of Insured in the Proposal Form, personal statement and any other details submitted in relation to the Proposal Form/personal statement. The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact. If at the time of issuance of Policy or during continuation of the Policy, any material fact in the information provided to the Company in the Proposal Form or otherwise, by Insured, or anyone acting on behalf of Insured is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Policy shall be void, and no benefit will be payable thereunder.

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 Insured and the truth of the statements and answers in the proposal shall be a Condition Precedent to the Company's liability to make any payment under this Policy.

3. **Exclusions:**

   The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by Insured in connection with or in respect of the exclusions which are specifically stated in the "C. General Exclusions" section of the Policy.

4. **Specific Underwriting Conditions**:

   This Policy will be subject to any specific underwriting conditions that may be specified in the Schedule. These Conditions may be included either due to underwriting considerations or as mutually agreed between Insured and the Company.

5. **Admission of Liability**

   Unless Insured has obtained prior written consent of the Company, neither Insured nor any of Insured's Employees, agents or others acting on Insured's behalf may: a. admit liability, fault or guilt in connection with any Occurrence; or b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or c. settle any Contract holder claim, even though it may be within the amount of the Deductible.

6. **Alteration of Risk**

   Insured must immediately inform the Company of any alteration/addition/change in the information/design/work methodology or insured contract terms and conditions that differs

from that previously disclosed to the Company and Insured will pay any such additional premium as may be required if the Company decides to accept such differences.

7. Cancellation

a) Either Insured or the Company, may terminate this Policy at any time by giving written notice of 7 days, and the Policy will terminate when such written notice is received. Upon termination of this Policy, the Company shall cease to cover the insured for liability under any Contract sold/offered by Insured after the termination date.

b) If the provisions of this Policy continue to govern the respective rights and obligation of the parties hereto in relation to each outstanding Service Contract sold/offered by Insured prior to the date of termination until the expiry of such Service Contract Periods, then there will be no refund of premium charged with respect to the Service Contracts covered

c) Where the policy is cancelled by the insured and it is agreed that cover for the Service Contracts covered before the date of termination is also cancelled along with the policy, premium refund will be as per table below. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the contracts where any Claim has been admitted by the Company or has been lodged with the Company or any Benefit has been availed by the Insured under the Policy.

Period on Risk	**% of Premium to be refunded**
0-30 days	80%
31-75% of the policy period	Prorata basis
More than 75% of policy period	No Refund

d) Where the policy is cancelled by the Company and it is agreed that cover for the Service Contracts covered before the date of termination is also cancelled along with the policy, refund of premium shall be done on a pro rata basis for the unexpired Policy Period in respect of contracts on which no claim has been lodged till the date of termination. No refund shall be made in respect of contracts on which claim has been lodged by the Insured or a person on behalf of the Insured.

e) The policy will automatically be cancelled from the time Insured's business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or trustee in bankruptcy is appointed to the Insured or any of Insured's assets. Insured would be entitled to a pro rata refund of premium for any Policy Period provided no claim has been made under this Policy.

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

8. Claim Procedure:

In case of any Occurrence that may give rise to a claim under the policy, the Insured must:

a. inform the Company of this as soon as Insured can and in any event within 45 days of becoming aware of any such loss or damage. The Company may, at its sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by Insured to the Company in writing.
b. provide such written documents and information as the Company may require and, if asked, include verification of particulars on oath; and
c. take all steps within Insured's power to minimize the extent of loss, damage or liability;
d. preserve any property affected and make it available for the Company or its representatives; and
e. inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to the Company every letter, writ, summons and process in relation to Insured's claim as soon as Insured receives it; and
f. advise the Company in writing as soon as Insured receives notice of any prosecution or inquest that involves Insured and is relevant to Insured's claim; and
g. provide any assistance that the Company may reasonably require.

9. Non-Disclosure:

The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage.

10. Inspection:

Insured must allow the Company or its representative to inspect any Contract documents and to audit any financial or other records relevant to this insurance at any reasonable time.

11. Governing Law & Jurisdiction:

Where legally permissible and subject to all terms and conditions of this policy, this policy shall apply to any Claim made against Insured within Geographical Limits stated in the Policy Schedule. Any interpretation of this policy relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

12. Reasonable Care: Without exception, Insured and Insured's Employees must take all reasonable steps to prevent incurring any loss, damage or liability

13. Statutory Compliance:

Insured shall comply with all statutory and other regulations. Insured shall observe all manufacturers' instructions concerning the inspection, operation and maintenance of Covered Asset, and the safety of persons and property.

14. Subrogation:

If Insured has a right to recover a loss from any other party, then, on accepting liability and indemnifying Insured under the policy, the Company will be entitled to exercise that right in Insured's name and for the Company's own benefit. This is called 'subrogation'. Insured must fully co-operate with the Company in exercising that right. If Insured is another party insured under this policy, the Company will not exercise subrogation against Insured as long as Insured has not forfeited his/her right to indemnity under this policy.

15. Contribution:

If at the time of any loss or damage, there is some other insurance policy, apart from this one, insuring the same liability, the Company shall not be liable for more than the ratable proportion of such loss or damage.

16. Assignment:

The Policy and the cover under the Insuring Clause can be assigned or transferred only in accordance with applicable law.

17. Dispute Resolution

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).

18. Renewal:

This Policy will automatically terminate at the end of the Policy Period, specified in the Schedule. The
Policy may be renewed by mutual consent and in such event the premium should be paid to the Company on or before the date of expiry of the Policy. The Company shall not be bound to accept any premium for renewal nor to give notice that such is due.

19. Notices & Communications:

Any notice or communication in relation to this Policy will be in writing and if it is to:

(i) Insured, then it will be sent to Insured at the insured's address specified in the Schedule.
(ii) Company, it will be delivered to Company's address specified in the Schedule.

No insurance agents, insurance intermediaries or other person or entity is authorised to receive any notice or communication on behalf of the Company.

20. Electronic Transactions:

Insured agrees to comply with all the terms and conditions of electronic transactions as The Company shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronic data

interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with the Company's terms for such facilities.

21. Grievance Redressal:

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

STATUTORY WARNING PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938)

(Amendment Act 2015)

(1)No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to [take out or renew or continue] an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

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