# PUBLIC LIABILITY INSURANCE (INDUSTRIAL RISKS)

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

| | | | |
|---|---|---|---|
| 1 | Name of the Insured | | |
| 2 | Mailing address of the Insured | | |
| 3 | Business of the Insured | | |
| 4 | Turnover | | |
| 5 | Premises insured | | |
| 6 | Territorial Scope<br><br>Jurisdiction | | |
| 7 | Policy period | | |
| | | | |
| 8 | Retroactive date | | |
| 9 | Limit of Indemnity<br><br>Aggregate One Year (AOY)<br><br>Any One Accident (AOA) | <br><br>INR<br><br>INR | |
| 10 | Excess for each & every claim | INR | |

| | | | |
|---|---|---|---|
| 11 | Total Premium | INR | |
| 12 | Proposal Form date | | |
| 13 | Endorsements attached at inception | | |
| 14 | Special conditions (if any) | | |
| 15 | Intermediary Details | Intermediary ID:<br>Intermediary Name: | |
| 16 | GST No.<br><br>GST Address | | |
| | | | |

***PART II OF SCHEDULE***

1. Definitions

   For the purpose of the policy the following terms shall have the meaning set forth hereunder:

   (i) ‘Accident’ means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant, continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

   (ii) `Damage' means actual and/or physical loss or damage to tangible property.

   (iii) ’Injury' means death, bodily injury, illness or disease of or to any person.

   (iv) ‘Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as specified in Part I of the Schedule .

   (v) ‘Policy Period' means the period commencing from the inception date and hour and, terminating at midnight on the expiry date as specified in Part I of the Schedule .

   (vi) `Pollution' means pollution or contamination of the atmosphere or of any water, land or other tangible property;

   (vii) Premises shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.

   (viii) `Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured

2. Scope of Cover

   The Company hereby agrees, subject to terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured against their legal liability towards third parties for Accidents resulting in Injury or Damage occurring in the insured Premises in connection with the business specified in Part I of the Schedule during the Period of Insurance and claim first made in writing against the Insured during the Policy Period (other than liability under the Public Liability Insurance Act, 1991 or any other Statute of similar or like nature, that may come into force after the issue of this policy) and notified in writing to the Company no later than 30 days thereafter, to pay compensation including claimant’s costs, fees and expenses anywhere in India, in accordance with Indian law.

3. Exclusions/ Exceptions

   The Company shall not have any liability:

   (i) For any pollution howsoever caused unless specifically covered;

   (ii) For any product or any liability thereat, or for any professional service deficiency or liability arising therefrom;

(iii) Assumed by the Insured by an agreement or contract, which would not have attached in the absence of such agreement or contract;

(iv) Arising out of any Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances;

(v) Arising out of deliberate, wilful or intentional non-compliance of any statutory requirements;

(vi) Arising out of loss which is of pure financial nature such as loss of goodwill, loss of market share etc;

(vii) Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom;

(viii) Arising out of any infringement of intellectual property rights such as copyright, patent, trade mark, registered design and trade secrets;

(ix) Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages, or arising out of any criminal liabilities;

(x) Directly or indirectly occasioned by, happening through or in 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;

(xi) Directly or indirectly caused by or contributed to by:

(a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(xii) For any motor vehicle or trailer for which compulsory insurance is required by legislation due to ownership, possession, or, use by or on behalf of the insured other than the following

- For claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- For claims arising beyond the limits of any carriageway and thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- For claims to damages to any bridge , weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- For claims arising out of any motor vehicle or trailer temporarily in the Insured’s custody or control for the purpose of parking;

(xiii) For or in respect of legal liability on account of any technical or other collaborations unless specifically covered

(xiv) For or in respect of any aircraft, water-borne vessel or hovercraft owned, possessed or used by or on behalf of the Insured;

(xv) For or in respect of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than following ;

a) Premises (or the content thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured possession for work thereon(but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of this work)
b) employees' and visitors' clothing and personal effects
c) Premises tenanted by the Insured to the extent that Insured would be held legally liable in the absence of any specific agreement.

(xvi) For or in respect of injury and /or damage occurring prior to the retroactive date as specified in Part I of the Schedule

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company can not agree when the injury or damage occurred, then:
(a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury, and / or
(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

(xvii) Caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management rules or policies, expressed or implied, of the need to take all reasonable steps to prevent any circumstances from arising, which may give rise to a claim.

(xviii) For or in respect of Injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s) when such injury arises out of or in the course of such contracts or apprenticeship;

(xix) For Industrial seepage, pollution and contamination, unless specifically covered.

(xx) For carriage of effluents outside the premises, unless specifically covered by an extension in that behalf

(xxi) For liability arising out of transportation of materials//dangerous or hazardous substances unless specifically covered by an extension in that behalf;

(xxii) For or in respect of any liability which is the subject matter of specific insurance elsewhere;

(xxiii) For any claim arising outside the territorial limits of India

4. Basis of Assessment of Claims

Basis of assessment of claims shall be the legal liability, as admitted by the Insured with the prior written consent of the Company or in terms of an order of court of the competent jurisdiction, which shall accrue or arise on the Insured on the happening of the events specified in the scope of cover, subject to compliance with the Policy Related Terms and Conditions under Part II of the Schedule.
Subject to applicable law, rule, regulations or notification in this behalf, the company hereby reserves the right as provided hereafter;
No claim in respect of loss equal to or exceeding twenty thousand rupee in value on the policy shall be admitted for payment or settled by the Company unless the Company have been given a report on the occurrence of the loss and extent of the loss, from a person who holds a licence to act as a Surveyor or loss assessor, under the Insurance Act, 1938 and appointed by the Company for the purpose

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to waive such survey or to pay or settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

**5. Claim Procedures**

The procedure for lodging the claim shall be as under:

(i) On the occurrence of any Accident, whether or not the Insured receives any notice of an alleged claim / complaint, the Insured shall duly inform the Company in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.

(ii) The Insured, if in receipt of any notice of an alleged claim / complaint or reasonably anticipates any claim / complaint, shall forthwith furnish the same to the Company in the manner detailed in the 'Claim Application/Consent Requisition Form'

(iii) Pursuant to the lodging of these claim forms by the Insured,

(a) if the Insured is desirous of entering into a compromise/settlement with the Claimants, the Insured shall first seek the permission of the Company, in the manner detailed in the 'Claim Application/Consent Requisition Form'**,** and shall only do so with the prior written approval of the Company as specified under the Policy Related Terms and Conditions;

(b) if any of the claimants or their agents have filed a court case against the Insured, and the Insured is desirous of entering into a compromise/settlement with the Claimants, either within or outside the court process during the pendency of the proceedings, the Insured shall first seek the permission of the Company, in the manner detailed in the 'Claim Application/Consent Requisition Form'**,** and shall only do so with the prior written approval of the Company as specified under the Policy Related Terms and Conditions.

(iv) For any legal liability that is admitted as under sub-clauses 3 (a) and (b) of this Clause or in terms of an order of court of competent jurisdiction, the Insured shall submit a duly filled 'Claim Settlement Form' within 14 days from the date of such admission or court order**,** detailing the liability accrued and the Defence Costs, if any or any other information that the Company may require.

(v) The Insured shall furnish the forms duly completed together with:

(a) all material documents, as specified therein or as requested by the Company or otherwise.
(b) Particulars of all other insurances, if any

(vi) On request by or on behalf of the Company, the Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) 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 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.

**6. Indemnity to Others**

The indemnity granted extends to:

(i) Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

(ii) The officers, committees and members of the Insured's canteen, social, sports, medical, fire-fighting and welfare organisations in their respective capacities as such;

(iii) The personal representatives of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms and conditions of this policy as though they were the Insured

**7. Cross Liabilities**

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in Part I of the Schedule of the policy.

**8. Defence Cost**

The Company will pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters, which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the policy. Such costs, fees and expenses are called `Defence Costs'.

**9. Indemnity Limits**

Company's total liability to pay compensation, claimant's costs, fees and expenses and Defence Costs shall not exceed the indemnity limit stated in Part I of the Schedule. Indemnity limit for Any One Accident applies to any one claim or series of claims arising from one originating cause. Indemnity limit for Any One Year shall represent the total amount of Company's liability during the policy period.

**10. Compulsory Excess**

The Insured shall bear (as Compulsory Excess) the amount or percentage of the limit of indemnity per Any One Accident so stipulated in Part I of the Schedule attached to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of Any One Accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

**11. Voluntary Excess**

In the event of the Insured opting, the policy shall be subject to a voluntary excess as mentioned in Part I of the schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of Any One Accident (AOA). The Company's liability shall attach for the claims in excess of such Compulsory and Voluntary Excess.

## 12. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 3 months from the date of admission of liability or Order of court of competent jurisdiction or Insured receiving a claim or reasonably anticipating any claim / complaint 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.

## 13. Policy Related Terms and Conditions

(i) Should the Insured notify the Company during the Policy period in accordance with Clause (iv) hereinunder of any specific event or circumstance which the Company accepts may give rise to a claim or claims, which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period, provided such claim/claims have been actually made within a period of 3 years commencing from the date of acceptance of such notification.

(ii) In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the period of insurance but claims thereof could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms and conditions of this policy.

(iii) For the purpose of this policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

(iv) The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately after they are received by the Insured.

(v) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

(vi) The Company will have the right but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in Part I of the Schedule of the policy.

In the event the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's Liability or obligations under this policy beyond what the Company's liability or obligations would have been, had it not exercised its rights under this condition.

(vii) The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy, to which an indemnity limit applies, the amount of such limit after deduction of any sums already paid or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

(viii) The Insured shall keep accurate records of annual turnover, which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.

(ix) In the event of liability arising under the policy or the payment of claim under the policy, the limit of indemnity per any one year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

(x) The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event, the Company will return the pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium for the expired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company, in which event the Company will retain premium at short- period scale provided there is no claim under the Policy during the period of Insurance.

In case of any claim under the Policy, no refund of premium shall be allowed.

**PART III OF SCHEDULE**

**Standard Terms And Conditions**

1. **Incontestability and Duty of Disclosure**

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular 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 devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. **Reasonable Care**

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

3. **Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. **Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. **Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. **No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. **Notice of charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. **Special Provisions**

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. **Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. **Electronic Transactions**

The Insured 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 centers, 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. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. **Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the policy, the Insured shall:

(i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
(ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.
(iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.
(iv) Not abandon the insured property/item/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.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. **Rights of the Company on happening of loss or damage:**

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

(i) enter and/or take possession of the insured property, where the loss or damage has happened
(ii) 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
(iii) keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
(iv) 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. 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 requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. **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 the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession 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 in the correctness thereof or the liability of the Company under the policy.

14. **Position after a claim**

The Insured shall not be entitled to abandon any insured item/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 as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. **Subrogation**

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured 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 Insured'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.

16. **Contribution**

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. **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 Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. **Cancellation/termination**

The Company may at any time, cancel this policy, by giving 30 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address, 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. The Insured may also give 30 days notice in writing to the Company, for the cancellation of this policy, in which case, the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

| Period (Not Exceeding) | Rate of Premium retained |
|---|---|
| 1 Month | 25% of the Annual rate |
| 2 Months | 35% of the Annual rate |
| 3 Months | 50% of the Annual rate |
| 4 Months | 60% of the Annual rate |
| 6 Months | 75% of the Annual rate |
| 8 Months | 85% of the Annual rate |
| Exceeding 8 Months | Full Annual Premium |

19. **Cause of Action**

No Claim shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy.

20. **Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of India and to

comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21. **Arbitration clause**

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)*

22. **Renewal notice**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

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 Insured, at the address specified in Part 1 of the Schedule

In case of the Company:

| | |
|---|---|
| ICICI Lombard General Insurance Company Limited | |
| *Corporate Office*: | ICICI LOMBARD HOUSE, 414 Veer Savarkar Marg, Prabhadevi, Mumbai, India - 400025 |

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.

24. **Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business 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, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

**5) Assessment Approval**: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

**6) Salvage:** The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

**7) Turnaround Time (TAT):** Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable *(Applicable to Retail policyholder).*

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

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| | Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24333678<br>Email: bimalokpal.chennai@cioins.co.in | Pondicherry Town and<br>Karaikal (which are part of<br>Pondicherry). |
| 7 | DELHI<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 – 23237539<br>Email: bimalokpal.delhi@cioins.co.in | Delhi & following District of Haryana –<br>Gurugram, Faridabad, Sonepat and<br>Bahadurgarh |
| 8 | ERNAKULAM<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: bimalokpal.ernakulam@cioins.co.in | Kerala,<br>Lakshadweep,<br>Mahe-a part of Puducherry. |
| 9 | GUWAHATI<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: bimalokpal.guwahati@cioins.co.in | Assam,<br>Meghalaya,<br>Manipur,<br>Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura. |
| 10 | HYDERABAD<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>Part of Territory of Puducherry. |
| 11 | JAIPUR<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg, | Rajasthan. |

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| | Jaipur - 302 005.<br>Tel.: 0141- 2740363/2740798<br>Email: Bimalokpal.jaipur@cioins.co.in | |
| 12 | KOLKATA<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue, KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@cioins.co.in | West Bengal,<br>Sikkim, Andaman & Nicobar Islands. |
| 13 | LUCKNOW<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 4002082 / 3500613<br>Email: bimalokpal.lucknow@cioins.co.in | Districts of Uttar Pradesh :<br>Laitpur, Jhansi, Mahoba, Hamirpur,<br>Banda, Chitrakoot, Allahabad, Mirzapur,<br>Sonbhabdra, Fatehpur, Pratapgarh,<br>Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur,<br>Lucknow, Unnao, Sitapur, Lakhimpur,<br>Bahraich, Barabanki, Raebareli, Sravasti,<br>Gonda, Faizabad, Amethi, Kaushambi,<br>Balrampur, Basti, Ambedkarnagar, Sultanpur,<br>Maharajgang, Santkabirnagar, Azamgarh,<br>Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,<br>Chandauli, Ballia, Sidharathnagar. |
| 14 | MUMBAI<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 69038800/27/29/31/32/33<br>Email: bimalokpal.mumbai@cioins.co.in | Goa,<br>Mumbai Metropolitan Region<br>Excluding (Navi Mumbai & Thane). |
| 15 | NOIDA<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road, Naya Bans, Sector 15,<br>Distt: Gautam Buddh Nagar, U.P-201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: bimalokpal.noida@cioins.co.in | State of Uttaranchal and the following<br>Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly,<br>Bijnor, Budaun, Bulandshehar, Etah,<br>Kanooj, Mainpuri, Mathura, Meerut,<br>Moradabad, Muzaffarnagar, Oraiyya,<br>Pilibhit, Etawah, Farrukhabad,<br>Firozbad, Gautambodhanagar,<br>Ghaziabad, Hardoi, Shahjahanpur |
| 16 | PATNA<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>2nd Floor, Lalit Bhawan,<br>Bailey Road, Patna 800 001. | Bihar,<br>Jharkhand. |

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| | Tel.: 0612-2547068<br>Email: bimalokpal.patna@cioins.co.in | |
| 17 | PUNE<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198, N.C. Kelkar Road,<br>Narayan Peth, Pune – 411 030.<br>Tel.: 020-24471175<br>Email: bimalokpal.pune@cioins.co.in | Maharashtra,<br>Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region). |
| 18 | THANE<br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>2nd Floor,Jeevan Chintamani Building,<br>Vasantrao Naik Mahamarg,<br>Thane (West)<br>Thane - 400604<br>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, **Insurer's** website www.icicilombard.com or from any of the **Insurer's** offices.