

## **ICICI Lombard MSME Suraksha Kavach (Complete Fire Insurance) Policy Wordings**

You chose this Policy and applied to us for insurance covers of your choice. You paid us the premium and gave us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide you insurance as stated in this Policy Document and the Policy Schedule attached to it.

### **Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposals and all declarations made by You or on Your behalf;

### **2. To whom this Policy is issued and what it covers**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule
- ii. If more than one person is insured under this policy, each of you is a joint policyholder. Any notice or letter we give to any of you will be considered as given to all of you. Any request, statement, representation, claim or action of any one of you will bind all of you as if made by all of you.
- iii. If you have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional Clause.  
 UIN: IRDAN115RPPR0010V01202425

**3. The Policy Schedule:** The Policy Schedule is an important document about your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the Premium You have paid for these

- insurance covers,
- vii. Add-on covers opted by You,
- viii. Other important and relevant aspects and information.

**4. Special Meanings of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

<b>Word/s</b>	<b>Specific meaning</b>
<b>Agreed Value</b>	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	Any building or structure in Your Premises where You carry on Your Business. It includes: Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, lifts, hoists, solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, water, gas and sewage pipeline within Your premises or Any other structure shown in the Policy Schedule.

<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/ Bamboo  /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.

<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. Accessories of machines.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in this policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.

<b>Reinstatement/Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ol style="list-style-type: none"> <li>The reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>(b) The repair or partial replacement of property damaged.</li> </ol> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>
<b>Reinstatement/Replacement Value</b>	<p>This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>
<b>Stocks</b>	<p>Any stock of goods or merchandise. It may be:</p> <ol style="list-style-type: none"> <li>Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>Raw materials, packing materials, or</li> <li>Stock held in trust for which you are responsible.</li> <li>Stock in Open in the Insured Premises</li> </ol>
<b>Sum Insured</b>	<p>The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.</p>
<b>Salvage</b>	<p>The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount, wherever applicable</p>
<b>Total Loss</b>	<p>A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it, is more than</p>

	the Sum Insured of that item or in total.
<b>We, Us, Our, Insurer</b>	The ICICI Lombard General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased insurance cover under this Policy; of such Insured Person/s.
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule

#### Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover physical loss or damage, or Destruction caused to the Insured Property by</b>	<b>We do not cover for loss or damage, or Destruction caused to the Insured Property by</b>
1.	Fire, including due to its own fermentation, natural heating, or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. Burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is

		generated, or their contents, resulting from their own explosion or implosion, or b. Caused by centrifugal forces.
3.	Lightning	-
4.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. Demolition, construction, structural alterations or repair of any property, or ground works or excavations.
5.	Bush fire, Forest fire and Jungle fire	-
6.	Impact damage of any kind, i.e., Damage caused by impact of, or collision caused by, any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.),	a. caused by pressure waves caused by Aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
7.	Missile testing operations	-
8.	Bursting or overflowing of water tanks, apparatus and pipes,	-
9.	Leakage from automatic sprinkler	a. repairs or alterations in the Building in which

	installations.	Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
10	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

## Clause C. The Cover

### 1. What We cover

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D of this Policy** subject to all terms and conditions of this Policy. We also give **In-built** Covers without charging additional premium, which are stated in **Clause C (4)** of this Policy.

### 2. Basis of Sum Insured

- i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: Reinstatement Value
- ii. For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which you are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. Our liability shall be based on the Contract Price.

- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by us.
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which you are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. Our liability shall be based on the Contract Price.

### 3. Restoration of Sum Insured

Except as stated in this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after we have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of the loss, exercise Your option not to restore the Sum Insured.

### 4. In-built Covers

If We agree to pay Your claim for loss or damage to Insured Property, We will also pay for the following loss or damage and expenses.

#### 4.1 Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which you will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. Subject to Underinsurance provision of **Clause F** of this Policy.

#### 4.2 Temporary removal of stocks:

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

- i. maximum cover will be 10% of the Sum Insured of Stock,
- ii. Such stock is not otherwise insured.

#### 4.3 Cover for Specific Contents: We cover the following, as applicable:

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy



- period.
- iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.
- iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

#### 4.4 Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by You in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.

#### 4.5 Professional fees:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### 4.6 Costs for removal of debris:

We will pay reasonable expenses you incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum we pay is 2 % of the claim amount.

#### 4.7 Costs compelled by Municipal Regulations:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because you must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction.

You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage of destruction, or within such time as we may allow in writing.

- ii. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby
- iii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iv. All other terms and conditions of this Policy will apply to this extension.
- v. These costs will not include
  - a. the costs incurred for complying with such regulations,
    - for destruction or damage occurring before Commencement Date,
    - for destruction or damage not insured under this Policy
    - Under which you have received notice before the destruction or damage occurred.
  - b. Any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

#### Clause D. Exclusions, that is, what we do not cover

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. For location having Sum Insured in 0-5 Cr: Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that we will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by you under the terms of this policy.
- ii. For location having Sum Insured in 5-50 Cr, Excess of 5 % of each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand) unless any revision specifically mentioned in policy schedule. This means that we will deduct 5 % of each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand) for each and every loss or excess specifically mentioned in policy schedule suffered by you under the terms of this policy.
- iii. For terrorism risk, the excess shall be as

- per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on your behalf, or with your connivance.
  3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
  4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
  5. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
  6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
  7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
  8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
  9. Pollution or contamination, unless
    - i. The pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
    - ii. an Insured Event itself results from pollution or contamination.
  10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
  11. Loss of any Insured Property, which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
  12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
    - i. Machinery and equipment temporarily removed

for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,

- ii. Stock covered under **Clause (C) (4.2)** of this Policy.

13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.
17. Terrorism Damage Exclusion Warranty:
18. Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
19. For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes
20. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If we alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon You. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

## Clause E. What We Pay

**If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:**

1. **Partial Loss:**
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
  - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or **Plant** and Machinery or Furniture, Fixture, Fittings i a Total Loss, We will pay You for
  - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
  - ii. Reconstruction of the new building on the same site, or another site. If you reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site we will not pay you more than what We would pay to reconstruct or replace on the same site.
  - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
  - i. landed cost at Your Premises for Stock of raw materials,
  - ii. total manufacturing cost for Stock of finished goods,
  - iii. the input value of Stock in process at the time loss,
  - iv. The **Contract Price** in case of goods sold but not dispatched, and lying within your premises for which You are responsible under the terms of a contract of sale. We will pay your claim on the basis of the **Contract Price**, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to

complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.

6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
  - i. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
  - ii. if You do not wish to Reinstatement the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy.

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy or in policy schedule:**

## Clause F. Underinsurance:

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this Policy, We will waive underinsurance upto 25% unless any revision specifically mentioned in the policy schedule.
4. If at the time of damage the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than \_\_\_ of the value of Insurable Assets, You will be responsible for the difference and you will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.
6. In case of Multiple policies involving Bank or other lending or financing entity, Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

**NOTE: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

## Clause G. Special Conditions



## I) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

### 1. Immediate notice to us

- i. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to us of the loss or damage. This is necessary so that we can survey/investigate the loss or damage.
- ii. You can give notice to any of our offices or call centres.
- iii. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
  - viii. details of loss or damage under Add-ons, if any, and
  - ix. Submit photographs of loss or physical damage, wherever possible.

### 2. Steps to prevent loss and damage

- i. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- ii. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

### 3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is

damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, you must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.

- b. We may but not necessarily, waive this condition if we are satisfied that by reason of extreme hardship it was not possible for you or any other person on your behalf to give such report.

### 4. Submit claim

- i. You must submit your claim in our claim form at the earliest opportunity, but within 30 days from the date you first notice the loss or damage. The claim form is available in any of our branches, and on our web site.
- ii. You must state in your claim the details of any other insurance policy that covers the damage or loss for which you have filed your claim, whether you have purchased such other insurance, or someone else has purchased it for you.
- iii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If we disclaim liability for a claim, you have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### 5. Establish loss

You must prove that the Insured Event has occurred, and the extent of loss or physical damage you have suffered with full details,

- i. You must support your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by you for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give us when we request any additional information that we require for verifying your claim.

## 6. Fraudulent claim

If you, or anyone on your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents which proves to be established fraud:

- i. We will not pay the claim,
- ii. We can cancel the Policy by giving minimum notice of 7 days and in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against you.

## 7. Other insurance

- i. If you have any other policy with us or any other Insurance Company (taken by you or by anyone else for you) covering in whole or in part any claim that you have made under this Policy, You have a right to ask for settlement of your claim under any of these policies.
- ii. If you choose to claim under this Policy from Us, We will settle your claim within the limits and the terms and conditions of this Policy.
- iii. After we pay the amount under your claim, we have the right to ask for contribution from the Insurers that have given you the other policies.
- iv. We will ensure that our actions do not impose any liability on you.

## 8. Our rights relating to Insured Property

- i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your premises, inspect the Insured Property
  - b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

## 9. Recovery action by Us

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether

before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything, which will prejudice Our right.

- ii. Any amount we recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount, we have paid or must pay to you. We will pay you any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with our prior consent, and on conditions that we will impose. You must not compromise or settle any claim against such person without our consent. If you recover any amount from such person, you must return to us the amount we have paid for your claim. We can take over the conduct of legal proceedings that you have started and continue the proceedings in your name.

## Special Clauses

### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to

- recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
  - vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
  - vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

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

### **Risk Assessment and Mitigation Services Subscription Assistance**

The Company will assist in risk assessment and mitigation services through service providers as part of our commitment to provide comprehensive support to our valued customers and manage the underlying risks.

These services may be subject to the terms and conditions as provided by the service providers during the term of the policy.

The Company shall not be held responsible or liable for any act/error/omission or for quality of services provided. The services procured by the Insured from service providers shall be at their own risk and liability

### **Clause H. Add-ons**

This is an additional cover that extends the insurance cover that We give under the ICICI Lombard MSME Suraksha Kavach (Complete Fire Insurance) Insurance. We give these additional covers if You have applied to and paid premium for the covers and We have accepted to give covers to You.

#### **1. Floater Cover**

We extend the cover under the Policy to physical loss or damage to Stocks at more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. The aggregate Sum Insured is available for cover of Stocks.
- iii. You have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us any change in the address of any location occurring after the Commencement Date.

### **2. Declaration Policy for Stocks**

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:
2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.
3. Your declaration shall state
  - i. Average of the value at risk on each day of the month, or
  - ii. Highest value at risk during the month
4. You must give a separate declaration relating to each separate location.
5. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.
6. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,
 

The total of values declared or deemed to have been declared ÷ the number of declarations made or deemed to have been made.
7. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
8. If at the time of loss there is another subsisting

insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or someone else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.

9. If after loss has occurred, it is found that the amount of last declaration before the loss is less than the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.
10. You cannot reduce the Sum Insured during the Policy Period.
11. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in **Clause 7** above.
12. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.
13. All other terms and conditions of the Policy shall apply to the Declaration Policy

### 3. Terrorism Damage Cover (Material Damage only)

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by you to US of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Damage exclusion warranty" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that if You are eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
  - a. Voluntary abandonment or vacation,
  - b. Confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives You of the use or value of its property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;



4. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by You or which is imposed by any court, government agency, public or civil authority or any other person;
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder,
11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working,
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax
14. Loss or damage caused by or arising out of burglary, house -breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is

committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism

15. Loss or damage caused by mysterious disappearance or unexplained loss:
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/Location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,000,000,000/- whichever is lower

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

Excess\*:

Nature of Risk	Deductible (as a % of claim/ loss amount)	Minimum Limit	Maximum Limit
Shops & Residential	1% of claim amount	INR 10,000/-	INR 500,000/-
Non – Industrial	1% of claim amount	INR 25,000/-	INR 1,000,000/-
Industrial	5% of claim amount	INR 100,000/-	INR 2,500,000/-

\*Whichever is applicable

Conditions

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In

respect of several insurance policies with in the same compound location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be INR 20,000,000,000

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

#### SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with your accounting year, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed pro rata basis

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### 4. Riot, Strike and Malicious Damage

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

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or

destruction by order of the Government or any lawfully constituted Authority.

- Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

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

#### 5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

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

Subject otherwise to the terms and conditions of the policy

#### 6. Earthquake, Volcanic eruption or other convulsions of nature.

Notwithstanding anything contained here to the contrary, policy is extended to cover Loss, destruction or damage directly caused by Earthquake, Volcanic eruption or other convulsions of nature subject to the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s) subject to following endorsement wordings:

If option to delete STFI peril is exercised

"In consideration of the additional payment of the premium by the You to us, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake, Volcanic eruption or other convulsions of nature including Landslide / Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake Volcanic eruption or other convulsions of nature.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly

varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

In the event of You making any claim for loss or damage under this policy he must (if so required by US) prove that the loss or damage was occasioned by or through or in consequence of earthquake".

**Excess** – For location having Sum Insured in 0-5 Cr: Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. For location having Sum Insured in 0-5 Cr: 5% of each and every claim subject to a minimum of Rs.10,000/- unless any revision **specifically mentioned in policy schedule**

If option to delete STFI peril is not exercised

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

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

In the event of the You making any claim for loss or damage under this policy he must (if so required by US) prove that the loss or damage was occasioned by or through or in consequence of earthquake, Volcanic eruption or other convulsions of nature".

**Excess** – For location having Sum Insured in 0-5 Cr: Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. For location having Sum Insured in 0-5 Cr: 5% of each and every claim subject to a minimum of Rs.10,000/- unless any revision specifically mentioned in the policy schedule unless any revision specifically mentioned in the policy schedule.

Subject otherwise to the terms and conditions of the policy the contrary shall be upon You.

## 7. Loss of Income:-

In consideration of the payment of additional premium, it is hereby declared and agreed, subject to the terms, conditions and exclusions herein contained or otherwise expressed hereon, that if any building or other property or any part thereof used by You at the premises for the purpose of the business,

be destroyed or damaged by the insured perils as stated in the policy (Destruction or damage so caused being hereafter termed Damage), and the Business carried on by You at the premises be interrupted or interfered with in consequence thereof, then We will pay to you, amount of loss resulting from such interruption or interference in accordance with the provisions as under:

We will pay You the amount per day stated in the Policy Schedule as well as maximum number of days stated in the policy schedule or for such shorter period where you need to restore Your business to its level of operation before the loss whichever is earlier. We shall not be liable for any loss insured by this section for all claims unless the interruption or interference exceeds a continuous period of 24 hours unless any revision specifically mentioned in the policy schedule and Our liability under this section shall apply only to such period in excess of 24 hours unless any revision specifically mentioned in the policy schedule

Provided that

- 1) Such Damage is caused at any time after payment of the premium during the period of insurance mentioned in the Schedule or any subsequent period in respect of which the You shall have paid and We shall have accepted the premium.
- 2) At the time of the happening of the damage, the policy shall be in force covering your interest in the property at the premises against such damage and claim payment shall have been made or liability admitted thereunder.

Condition

- a) Only Single claim is payable under this cover during policy period

Exclusion:

- a) The coverage under this add on is subjected to Pandemic Exclusion (treaty) and any subsequent changes thereafter.
- b) For more than one incident during the policy period.

## 8. Parametric Cover:-

**Definition**

**"Exit Index"** Shall mean the Observed Index level at which you become eligible for full Sum Insured under the Policy. (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule)

**"Index"** shall mean the mathematical construct on the basis of which Policy is issued.

**"Observed Index"** Shall mean the observed value of the Weather Index/Remote sensing Index/ Catastrophic index against the parameters covered in the Policy, which observed value will be used for determining the Strike Index or the Exit Index, during the Period of Insurance

**"Strike Index"** Shall mean the Observed Index level at which you become eligible for claim payment. (To be specified for each policy under section "Coverage Details" in Part-I of the Policy – Schedule).

### Scope of Cover

We hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, on payment of additional premium to compensate You for the loss of income/ revenue/ assets (physical/financial)/ profit on account of insured perils as opted in the policy, resulting from deviation of observed index from strike index within a specific geographical location and within a specified time period, subject to the maximum Sum Insured in the manner specified in Part I of the Schedule to this Policy.

Policy compensates you for losses on account of insured perils that can be measured through different parameters. Below mentioned are the details of the perils covered.

1. Cyclone- It covers losses, destruction/damage directly caused by storm, cyclone, typhoon, and tempest, Hurricane, Tornado due to high wind speed above a Trigger Value as specified in terms, excluding those resulting from volcanic eruption or other convulsion of nature. Also, cyclone as declared by relevant authority can be considered as trigger point.
2. Earthquake (EQ) - Based on the trigger value of Intensity like Modified Mercalli Intensity (MMI), Richter scale.
3. Flood/Inundation- Flood shall mean the inundation of normally dry land due to the following:
  - a. Rainfall with a two days' cumulative rainfall or aggregate rainfall during the specified time period exceeding the trigger value.
  - b. Flood as declared by relevant authority
  - c. Water released from the normal confines of any natural watercourse or lake whether or not altered or modified or of any reservoir, canal or dam.

### Conditions

1. This cover is not applicable in case of claim has lodged and/ or payable under material damage

section.

2. Insured peril should happen within a vicinity of 5 km radius from insured premises.

### Exclusions

We shall not be liable under this Policy for compensating You for any loss or damage directly or indirectly caused by or contributed or arising from or resulting in, or in any way involving the following:

- a) Firearms, motor vehicles, watercraft, aircraft and any item not belonging to the Homeowner but under care and custody or related or used in business, profession or trade;
- b) Wear and tear;
- c) Consequential loss of any kind;
- d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;
- e) The acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;
- f) Any act of Terrorism including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. **"Terrorism"** means for the purposes of this Clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- g) Ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- h) The radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear



- assembly or nuclear component thereof;
- i) Any weapon or device employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter.
- j) Any wilful, deliberate, malicious, fraudulent, dishonest act or omission by You
- k) Manipulation of weather readings

Insured has the option of choosing the Policy Period as per any of the following duration.

1. Short Period Policy: A Product designed to be offered with Policy Duration of less than 12 months and with or without a provision of extension of the Policy Duration or periodic review of terms and conditions based on specified criteria which may include claims reported/ settled.
2. Annual Policy: A Product designed to be offered with Policy Duration of 12 months.
3. Long-Term Policy: A Product with Policy Duration exceeding 12 months and with or without a provision of extension of the Policy Duration or periodic review of terms and conditions based on specified criteria which may include claims reported/ settled.

#### **BASIS OF ASSESSMENT OF CLAIMS under this add on cover**

Insofar as it relates to loss or damage to the assets and /or business/ revenue/ profit as specified in Part I of the schedule to the policy. The basis upon which we shall assess the claim shall be as follows: In the event that, in the geographical location and during the time period specified in Part I of the schedule to this policy, the observed index is greater (or lower) than the strike index, the benefit payable to you shall be as per the payment formula specified in Part I of the schedule, subject to a maximum of the sum Insured.

We shall not be liable to compensate you or pay any amount, in the event that the observed index is lower than the strike Index in case of coverage for excess parameter cover or In the event that the observed index is greater than the strike Index in case of coverage for deficient parameter cover during the period of insurance.

#### **CLAIM PROCEDURE under this add on cover**

Upon the happening of any event giving rise to a claim under this Policy during the policy period, You shall deliver to us, irrespective of the date on which the event shall have occurred, but not earlier than the expiry of the Period of Insurance specified in Part I of the Schedule and not later than 60 days from the expiry of the Period of Insurance, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim along with duly completed claim form. For the insured perils, parameter readings available under the public domain/ open source data or data source as agreed with you shall be considered directly by us for the claim settlement even without claim intimation or documentation from the Insured.

You shall tender to Us all reasonable information, assistance and proofs in connection with any claim hereunder. "wherever, details pertaining to any incident which results in a claim, are conveyed by you to Us after reasonable period, You shall provide the reasons of such delay to us and We may on analysis of reasons provided by you, may condone the delay in intimation of claim or delay in providing the required information/documents to us."

In consideration of the premium paid, it is hereby agreed and declared that, the duration of this insurance is as mentioned in the Policy Schedule.

The Insurer agrees to indemnify the Insured for loss or damage to the Insured Property resulting from perils covered, subject to the terms, conditions, and exclusions contained herein, and provided that such loss or damage occurs during the Policy Period.

This endorsement forms part of the captioned policy with all other terms, conditions, exceptions and limitations of the policy remaining unaltered.

#### **B. Policy on First Loss Basis**

Notwithstanding anything to the contrary stated in the Policy or in any of the Endorsements thereon, it is hereby agreed and declared that the Policy stands issued on a First Loss Basis, with the Insurer's liability limited to the First Loss Limit specified in the Policy Schedule, irrespective of the total value of the Insured Property.

The Insurer agrees to indemnify the Insured for loss or damage to the Insured Property resulting from perils covered, subject to the terms, conditions, and exclusions contained herein, and provided that such loss or damage occurs during the Policy Period.

Sum Insured is on First Loss Basis in terms of Specific Amount:

First loss coverage involves the selection by the Insured of a Sum Insured for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

### **Clause I. Policy Endorsements**

#### **A. Policy Duration**

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the Company will pay the whole amount of loss up to the limit of the Sum Insured.

#### a. Basis of Claim Settlement

- i. **Total Loss:** Indemnity is provided up to the specified first loss sum insured mentioned in the Policy Schedule, regardless of the total value of the property. The claim settlement is subject to adjustment of salvage, if any. Depreciation is not applicable for policy, wherein basis of Sum Insured is on Reinstatement Value basis.
- ii. **Partial Loss:** Indemnity covers the cost of repair or replacement of the damaged portion up to the first loss sum insured, considering depreciation for the damaged part.

This cover forms part of the captioned policy with all other terms, conditions, exceptions and limitations of the policy remaining unaltered.

### PART III - STANDARD TERMS AND CONDITIONS

#### 1. Make true and full disclosure in the proposal and related documents

- i. You have a duty of disclosure to tell us everything you know, or could reasonably be expected to know, that is relevant to us for deciding whether to give you insurance cover and on what terms. You owe this duty to disclose such relevant material information even if we have not specifically asked for it. This duty extends to any information or declarations given by anyone else on your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information you give is the basis of our contract with you. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material

information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

#### 2. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in your claim and submit true documents. If you give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

#### 3. Obligation to take care: You must:

- i. Ensure that unauthorised persons do not occupy Your Premises.
- ii. Whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force

#### 4. Reasonable Care

You shall take all reasonable steps to safeguard your interests against accidental loss, or damage that may give rise to the claim.

#### 5. Observance of terms and conditions

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

#### 6. Material Change

You shall immediately notify us by fax and in writing of any material change in the risk and cause at your 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 we may, adjust the scope of cover and / or premium, if necessary, accordingly.

#### 7. Records to be maintained

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

#### 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. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any of our

official shall not be the notice to or be held to bind or prejudicially affect us notwithstanding subsequent acceptance of any premium.

#### 10. Notice of charge etc.

We 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 yours or your legal personal representative shall in all cases be an effectual discharge to us.

#### 11. 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

#### 12. Electronic Transactions

You agree to adhere to and comply with all such terms and conditions as we 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 Us, for and in respect of the policy or its terms, or our other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with our terms and conditions for such facilities, as may be prescribed from time to time. You agree that we 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 us and shall not hold us liable for such use/application.

#### 13. Cause of Action/ currency for payments

No Claims 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. All claims shall be payable in India in Indian Rupees only.

#### 14. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### 15. Limitation Period

In no case whatsoever shall we be liable for any loss or damage after the expiry of 12 months from the date of admission of liability or order of court of competent jurisdiction unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if we 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.

#### 16. Designation of Insured Property

For the purpose of determining under which item any Property is insured, we agree to accept the designation under which such Property appears in Your books of account.

#### 17. Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

The documents normally required to be submitted in the event of a claim are:

- Duly completed Claim form
- Copy of First Information Report
- Estimate of loss / repairs
- Invoice/ Bills/Receipts
- Fire Brigade Report in respect of fire claims.
- Books of accounts, stock register, wage register, repair bills
- Any other details/documents called for a specific loss

##### 1. Immediate notice to us

- As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to us of the loss or damage. This is necessary so that we can survey/investigate the loss or damage.
- You can give notice to any of our offices or call centres.
- You must state in this notice
  - the Policy Number,
  - Your name,

- iii. details of report to the police that You made,
- iv. details of report to any Authority that You made,
- v. details of the Insured Event,
- vi. a brief statement of the loss,
- vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
- viii. details of loss or damage under Add-ons, if any, and
- ix. Submit photographs of loss or physical damage, wherever possible.

## 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

## 3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence / landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, you must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.

- b. We may but not necessarily, waive this condition if we are satisfied that by reason of extreme hardship it was not possible for you or any other person on your behalf to give such report.

## 4. Submit claim

- i. You must submit your claim in our claim form at the earliest opportunity, but within 30 days from the date you first notice the loss or damage. The claim form is available in any of our branches, and on our web site.
- ii. You must state in your claim the details of any other insurance policy that covers the damage or loss for which you have filed your claim, whether

you have purchased such other insurance, or someone else has purchased it for you.

- iii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If we disclaim liability for a claim, you have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

**Claim settlement Time:** We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event We decide to reject a claim made under this policy, We shall do so within a period of 30 days from the date of receipt of necessary documents.

## 18. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per claim procedure

## 19. Changes to covers

- i. You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after we have accepted Your proposal, and You have paid the additional premium where applicable.
- ii. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between you and us

## 20. Position After A Claim

You shall not be entitled to abandon any property to us whether taken in to our possession or not.

As from the day of the loss, the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under Insurance during the remainder or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless, circumstances justify an alteration.

## 21. Transfer Of Interest

The Insurance granted by this Policy shall cease to attach to any items described in the Schedule the



interest in which shall pass from you otherwise than by will or operation of law unless our consent for the continuance of the insurance shall be obtained and signified by endorsement hereon.

## 22. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability

## 23. Recourse

You shall at our expense do and concur in doing and permit to be done, all such acts and things as may be necessary or required by Us in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those Insured under this policy) to which the we shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after you indemnification by Us.

## 24. Rights of Us 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 we may:

- i. enter and/or take possession of the insured property, if any, where the loss or damage has happened
- ii. take possession of or require to be delivered to it any of your property 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 otherwise deal with the same; and /or,
- 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 us at any time until notice in writing is given by you that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to You or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If You or any person on his behalf shall not comply with the our requirement, or shall hinder or obstruct us in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at our option.

## 25. Right to Inspect

If required by Us, an our agent/representative 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 you be permitted at all reasonable times to examine into the circumstances of such loss or such circumstance. You shall on being required so to do by Us 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 Us so far as they relate to such claims or will in any way assist Us to ascertain in the correctness thereof or our liability under the policy.

## 26. Indemnity

We may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case we shall be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

If in any case we shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, We shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

## 27. Subrogation

In the event of payment under this policy, the we shall be subrogated to all your rights or recovery thereof against any person or organization, and You shall execute and deliver instruments and papers necessary to secure such rights.

You and any claimant under this policy shall at the our expense do and concur in doing and permit to be done, all such acts and things as may be necessary or required by Us, before or after your indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which we shall be or would become entitled or subrogated.

## 28. 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 You or not, then we

shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

However if the insured property is hypothecated to any bank, other lending or financial entity than this clause is not applicable. But Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

## 29. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, declaration is made or used in support thereof, or if any fraudulent means or devices are used by you or anyone acting on your 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.

## 30. Cancellation/ Termination

- i. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- ii. We can cancel the policy on the grounds of established fraud, by giving minimum notice of 7 days to You.
- iii. We shall return premium paid by You for unexpired portion of the Policy duration on a proportional basis with reference to the policy duration subject to provision(s), if any, incorporated in the Product or in the Schedule to the issued policy of insurance, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- iv. We shall return premium paid by You for unexpired portion of the Policy duration, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.  
(In case of declaration based policies, refund of premium will not be provided for the utilized sum insured.)

### a. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- i. **Destruction of any Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any

Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.

- ii. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.

- iii. Change of use or ownership of Insured Property: The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy

- iv. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

- v. if Your interest in any Insured Property passes to another except by will or operation of law.

- vi. Sale of Insured Property: This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.

- vii. Exhaustion of Sum Insured: If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and we pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If we pay the total Sum Insured for any claim, this Policy will end.

- viii. Effect of death: If you are an individual, in the event of your unfortunate death the Insurance Covers that you have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

### b. Policy not invalidated: The Policy is not invalidated:

- i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;
- ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware

of the act, omission or alteration, and pay additional premium if required; or

if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

We may at the time of established fraud, cancel this policy or any section thereof, by giving 7 days' notice in writing by Registered post/Acknowledgement Due post to you at his last known address in which case we shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. You may also give notice in writing, to Us, for the cancellation of this policy or any section thereof, in which case We shall cancel the policy or any section thereof from the date of receipt of notice and retain the premium for the period this policy has been in force as per the provisions. In case of any claim during the currency of the Policy, no refund whatsoever shall be made for any cancellation of the Policy by You.

### 31. Policy Disputes

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

### 32. 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 policies only)

### 33. Renewal Notice

We shall not be bound to accept any renewal premium. 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 you that may result to enhance our risk under the guarantee hereby given. No renewal receipt shall be valid unless it is on our printed form and signed by our authorized official.

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal

before the end of the Policy Period and pay the required premium amount.

3. **Renewal is not automatic:** We may seek **relevant** information from **You** for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part

### 34. 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 You, at the address specified in Part 1 of the Schedule.

In case of We:

ICICI Lombard General Insurance Company Ltd  
ICICI Lombard House, 414, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 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.

### 35. Customer Service

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

### 36. Condonation of Delay

We may condone delay on merit where it is proved that delay in reporting of claim or submission of claim documents is due to reasons beyond your control.

Notwithstanding the above, delay in reporting of claim or submission of claim documents due to reasons beyond your control shall not be condoned where such claim even if reported in time would in any which ways be rejected.

### 37. Grievances Clause

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](http://www.icicilombard.com) (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Bima Bharosa Portal - <https://bimabharosa.irda.gov.in/> (an Integrated Grievance Management System earlier known as IGMS) or IRDA 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 IRDA website: [www.irdaindia.org](http://www.irdaindia.org), or on the Company's

website at [www.icicilombard.com](http://www.icicilombard.com).

#### 1. Insurance Ombudsman

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**The details of Insurance Ombudsman are available below:**

Name of office of insurance Ombudsman
<b>AHMEDABAD</b>  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: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>  Jurisdiction : Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>  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: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>  Jurisdiction :Karnataka.
<b>BHOPAL</b>  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](mailto:bimalokpal.bhopal@cioins.co.in)

Jurisdiction : Madhya Pradesh, Chhattisgarh.

**BHUBANESWAR**

Insurance Ombudsman

Office of the Insurance Ombudsman,  
 62, Forest park,  
 Bhubaneswar – 751 009.

Tel.: 0674 - 2596461 /2596455

Email: [bimalokpal.bhubaneswar@cioins.co.in](mailto:bimalokpal.bhubaneswar@cioins.co.in)

Jurisdiction : Odisha.

**CHANDIGARH**

Mr Atul Jerath

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](mailto:bimalokpal.chandigarh@cioins.co.in)

Jurisdiction : Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

**CHENNAI**

Insurance Ombudsman

Office of the Insurance Ombudsman,  
 Fatima Akhtar Court, 4th Floor, 453,  
 Anna Salai, Teynampet,  
 CHENNAI – 600 018.

Tel.: 044 - 24333668 / 24333678

Email: [bimalokpal.chennai@cioins.co.in](mailto:bimalokpal.chennai@cioins.co.in)



<p>Jurisdiction : Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).</p> <p><b>Delhi</b> 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</p> <p>Jurisdiction : Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>	<p>Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in</p> <p>Jurisdiction : Rajasthan.</p>
<p><b>GUWAHATI</b></p> <p>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</p> <p>Jurisdiction : Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	<p><b>KOCHI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in</p> <p>Jurisdiction : Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>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</p> <p>Jurisdiction : Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>	<p>Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in</p> <p>Jurisdiction : West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>Jaipur</b> Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg,</p>	<p><b>Lucknow</b> 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</p> <p>Jurisdiction : Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi,</p>

Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

#### 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

Jurisdiction : Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

#### 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

Jurisdiction : State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

#### PATNA

Insurance Ombudsman  
Office of the Insurance Ombudsman,  
2nd Floor, Lalit Bhawan,  
Bailey Road,  
Patna 800 001.  
Tel.: 0612-2547068

Email: bimalokpal.patna@cioins.co.in

Jurisdiction : Bihar, Jharkhand.

#### 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

Jurisdiction : Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

#### COMPANY CONTACT DETAILS:-

Toll-free number: 1800-2-666

You may also write to us at the following address:

Postal Address:

ICICI Lombard General Insurance Company Limited  
ICICI Lombard House

414, Veer Savarkar Marg Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 400 025

E-mail: [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)

**Claim Intimation:** For Claim Intimation, Please notify us immediately on toll free number 1800 2666 or on our website [www.icicilombard.com](http://www.icicilombard.com)