Title Insurance for Developers

Policy Wordings

Contract of Insurance

The **Insurer** will indemnify the **Insured** from the **Commencement Date** against **Loss** and **Expenses** sustained by the **Insured** as a result of the **Insured Risks** subject to the terms of this **Policy** including the **Conditions** and **Exclusions**. This **Policy** is a contract between the **Insurer** and the **Insured** and is conditional on payment of the **Premium**.

Loss

Losses sustained in the event of a claim or **Order** due to any or all of the **Insured Risks,** such loss being:

1. at the date of an **Order or Settlement**, the adverse difference between the **Market Value** assuming that there is no **Insured Risk** and the **Market Value** subject to an **Order** or **Settlement**

2. the cost of any alteration, demolition and re-instatement of the **Property** (which includes any part of a building or construction on or forming part of the **Property**) required by an **Order** or **Settlement**

3. the cost of works to the **Property** (including planning costs, architects' and surveyors' fees) for the purpose of the **Insured Use** begun or contracted for before the commencement of proceedings relating to **the Insured Risk** to the extent that such /cost is rendered abortive by an **Order** or **Settlement** and in so far as it is not reflected in the value of the **Property** with the **Insured Use** so far as it had progressed

4. sums payable pursuant to a **Settlement**

5. compensation or damages awarded against the **Insured** in respect of the **Insured Risks** including **Expenses**

6. any other costs and expenses incurred with the prior written consent of the **Insurer** including costs and expenses incurred in taking or defending any action at law or otherwise in connection with an **Insured Risk.**

Insured Risk

The **Insured** is covered for third party challenges based on the following matters which were not discovered prior to the **Commencement Date**:

1. The **Title** or claim of title to the **Property** belonging to someone other than the **Insured**

2. Descriptions and plans in historic deeds to the **Property** are inadequate and/ or due to the number of historic deeds in the chain of title to the **Property** it is impossible to confirm that the occupational extent of the **Property** matches the legal extent

3. There are missing deeds or errors in the drafting and/or execution of links in the chain of the **Title** to the **Property**

4. The **Property** or part of the **Property** has unintentionally encroached upon an adjoining owner's property

5. A previous owner or the vendor of the **Property** sold or disposed of the **Property**

   (i) Where the **Title** to the **Property** has been transferred by way of a gift registered in India ; or
   (ii) Where a payment for the transfer of the **Title** to the **Property** has been made and that payment was at less than the **market value** of the **Property** as stated in the ready reckoner (as published by the respective State governments each year) at the date of the transfer;

   where the transfer is made with an intent to defeat or delay the creditors of the transferor(s) as stipulated in Sec. 53 of the Transfer of Property Act 1882 and in any of the above situations the transfer of the **Property** is set aside by a Court having competent jurisdiction holding such transfer to be null and void.

6. An **Adverse Entry** that would have been identified in the **Searches**

7. If the **Property** is leasehold and the **Insured's** lease is inconsistent with the ownership of the **Property** or any superior lease and a head lessor establishes or attempts to establish an adverse interest after the **Commencement Date** provided that:

   7.1. There has been no breach of the headleases by the **Insured's** predecessors other than non-payment of rent where the Landlord is absent, and
   7.2. That the **Insured** has not communicated without the **Insurer's** written consent with any party considered to be entitled to enforce an adverse interest or applied to the Lands Tribunal or to a Court in respect of an adverse interest

8. If the property is leasehold and the lease is defective and as a result the **Insured** does not have a good and marketable title

9. A right of occupation pursuant to an inferior interest in the **Property**

10. There are errors or omissions in the drafting and / or registration of the title interest pursuant to which the **Property** is held which results in the unenforceability of provisions which benefit the **Insured** or adversely impacts on the **Insured's** obligations pursuant to the title document and / or registration of the title document

11. The local authority takes enforcement action because of a failure on part of a predecessor in title to comply with the terms and conditions of the building permissions, local development control regulations and local town planning laws including where the developer is required to make certain non-monetary contributions and perform certain acts towards social services due to the new development and due to such failure on part of a predecessor in title, the property insured by the **Insurer** is adversely affected

12. Where an occupancy certificate, issued by the local town planning authority certifying that a building is constructed as per the sanctioned plans and is fit for occupancy, is not available, in a situation where the **Property,** which includes land and structure constructed on it. Provided that both the land and structure are owned by the **Insured**

13. The **Property** does not benefit from necessary legally constituted **Rights** required in connection with the **Insured Use**

14. A **Right** is incapable of being exercised because the title to the route thereof is burdened by rights, restrictions, covenants and reservations in favour of third parties

15. Where there is no organisation of flat owners and there is a challenge by third parties to common parts of the **Property**

16. The **Insured Use** constitutes a breach of **Burdens**

17. The title to the **Property** may be subject to unknown **Burdens** or variations or discharge of burdens which may have been imposed in historic deeds executed prior to the **Commencement Date**

18. A third party has the benefit of legally constituted rights, exceptions, reservations, and conditions over the **Property** which prevents the **Property** being used for the **Insured Use**

19. A historic transaction is subject to an act of forgery or fraud by a third party that adversely affects the **Insured's Rights** and/or the **Title** to the **Property.**

Exclusions:

1. Changes in the **Insured Use** of the **Property**.

2. Defects in the **Title,** charges, encumbrances, adverse claims or other such matters affecting the **Property** that would fall within the **Insured Risks** but which:

2.1.1. The **Insured** agreed to or allowed to happen before, on or after the **Commencement Date**;
2.1.2. The **Insured** was aware of but omitted to take steps/actions to safeguard its rights in the **Property**;
2.1.3. The **Insured** knew about on the **Commencement Date** and which the **Insured** did not tell the **Insurer** about prior to the **Commencement Date**;
2.1.4. are created or are attached to the **Property** after the **Commencement Date** that do not form part of the **Insured Use;** and/or
2.1.5. would not have happened or been created had the **Title** or any interest in the mortgage been acquired for value in good faith by the **Insured**

3. Any statutory rights relating to precious metals, coal, petroleum and other substances which may be on or under the **Property** and any rights to use the **Property** for any purpose in connection with those substances including but without limitation extraction.

4. Public utility undertakers (or a private corporation which is a successor public utility) having statutory rights to carry out works affecting the **Property.**

5. Any one or more of the following:

5.1.1. Environmental contaminants or hazardous waste or any pollution or contamination of the **Property** or part of the **Property**;
5.1.2. the **Property** or any part of the **Property** being situated within a flood plain as determined by reference to the information from time to time published by the Environment Ministry or a government body appointed for the same purpose;

6. Any defects in the **Title,** charges, encumbrances, adverse claims or other such matters affecting the **Property** or any losses not directly attributable to any matter covered by this **Policy.**

7. Any physical damage to the **Property**.

8. Any defects in the **Title,** charges, encumbrances, adverse claims or other such matters affecting the **Property** or any losses that would normally be covered by a householder's buildings insurance policy.

9. Any claim arising from the insolvency of the **Insured** or the directors of a limited company, that is the **Insured** provided however that this exclusion will not apply to Insured Risk 6 of this policy.

10. Any claim arising from the lack of any operating licence, certificates or statutory consents for the use of the **Property.**

11. Any claim arising from any rights which were being exercised on, under or over the **Property** at the **Commencement Date**

12. Any claim arising out of the failure to pay the reasonable proportion of the costs of maintaining or repairing the accessways, pipes, cables and/or conduits

13. Any claim arising due to a misrepresentation by the **Insured** during the title due diligence conducted by the **Insured's** lawyers

14. Claims arising out of known or unknown missing government records or known or unknown incorrect recording of data maintained by the government or other authorities in charge of maintaining records where **Searches** are conducted on behalf of the **Insured** and where this information is disclosed in a report on title which is relied upon by the **Insurer**

15. Any claims affecting the title which are derived from political matters and/or fraud, duress, undue influence and changes in law (including but not limited to planning law) and regulations by governmental agencies or third parties acting as agents of any such agencies or in such matters on behalf of such agencies

16. Any claims relating to tribal rights over agricultural lands.

1. Definitions:

Throughout this **Policy** certain words and expressions are printed in bold type and they have the meanings set out below:-

1.1 **Insurer** means ICICI Lombard General Insurance Company Limited

1.2 **Insured** means the party referred to in the **Policy Schedule**

1.3 **Adverse Entry** means any inaccuracy or omission in the **Searches** which reduces the **Market Value** of the **Property**.

1.4 **Burden** means a restrictive covenant, exception, reservations or condition as constituted under a statute, which is valid and subsisting and which restricts or adversely impacts on the **Insured Use** of the **Property**

1.5 **Expenses** means costs and expenses incurred:

a) by the **Insurer** to defend, minimise, mitigate or defeat a claim, or to reduce or eradicate the **Insured Risk**s or the effect or potential effect of the **Insured Risks**, or to negotiate a **Settlement** with a third party

b) by the **Insured** and payable to third parties in order to pursue defend or settle a claim which has been accepted by the **Insurer** provided that these amounts are approved by the **Insurer** in writing

1.6 **Sum Insured** means the amount stated in the **Policy Schedule** as may be reduced in accordance with clause 3.8 of the How to Claim section of this **Policy**. This is the total amount of money that the **Insured** is insured for under this **Policy** and the maximum amount (including **Expenses**)

1.7 Order means a final order, judgement or injunction or interdict or decree from a Court of competent jurisdiction made in respect of the **Insured Risks** or the date on which the **Insurer** consents to a **Settlement** in writing.

1.8 Market Value means the value at which the **Property** determined as per the Ready Reckoner of property issued by the state government at the date of acceptance of a claim.

1.9 Notification means a notice to the **Insurer** by the **Insured** under this **Policy** relating to any matter covered or which the **Insured** believes to be covered by this **Policy** that may result in a claim

1.10 Policy means this policy for the provision of title insurance the **Policy Schedule**, any substituted schedule and any endorsement, which shall be read as one **Policy**

1.11 Person means any person, firm, company, association, partnership, limited liability partnership, government, state or agency of a state cooperative society

1.12 Rights means a right to connect to from within the **Property**, renew, maintain, repair or use access routes, services for gas, water, sewerage, telecommunication services and/or electricity required by the **Property** over third party lands in connection with the **Insured Use**

1.13 Searches means any one or more of the following searches in respect of the **Property**

1.13.1 Searches at the local Sub-registrar of Assurances to see if documents creating encumbrance in respect of the **Property** are registered in terms of the Registration Act;
1.13.2 Searches at the Office of *Talathi* i.e. the village officer in charge of maintaining land records, or any equivalent body in the concerned state;
1.13.3 In case the property is a land, enquiry with the local Town Planning Authority to check whether there are any reservations / restrictions on use of the land;
1.13.4 Searches at the Registrar of Companies, wherever applicable

relating to the **Property** that would have been carried out by a prudent solicitor/lawyer acting for the **Insured** in connection with the granting of a deed and/or mortgage in the location in which the **Property** is situated

1.14 **Settlement** means a settlement of the claim entered into by the **Insurer** with the **Insured** or on behalf of the **Insured**

1.15 **Title** means all rights recorded in writing and the legal documents by which a **Person** owns the **Property**

2. Conditions:

2.1 The **Insurers** liability to make payments under this **Policy** will be strictly conditional upon compliance with the terms and conditions of this **Policy**. Failure by the **Insured** to disclose all material circumstances and to ensure that all representations of fact (including the assumptions on which this **Policy** is issued) are correct may invalidate the **Policy** or lead to additional terms or conditions being applied to the **Policy** or to any payment due under the **Policy** being reduced.

2.2 Where any **Loss** covered under this **Policy** is also covered by another policy (or would be but for the existence of this **Policy**) the **Insured** must submit a claim under that insurance policy before claiming from the **Insurer**. The **Insurer** will only be liable to pay a rateable proportion of any **Loss**.

2.3 The existence of this **Policy** or any related information shall not be disclosed to any third party other than bona fide purchasers and tenants, their lenders and respective advisors without the prior written consent of the **Insurer.**

2.4 The **Insured** must take all reasonable care to prevent any matters occurring which might give rise to a claim and if a claim is made then the **Insured** must not do or fail to do anything which will increase the amount of the claim. If the **Insured** does or fails to do anything which may adversely affect the right to recover any sum from Person for any matter covered by this **Policy** the **Insurer** may deduct from any payment otherwise due to the **Insured** under this **Policy** the amount by which the value of the right is reduced or the **Insurer** may recover that amount from the **Insured** if the **Insurer** has previously made a payment in respect of that matter

2.5 The **Insurers** shall have the right, but not the duty, to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any claim against the **Insured** seeking damages**.** If the **Insurer** agrees to indemnify or defend the **Insured** under this **Policy** in respect of any claim it will immediately be subrogated to any rights contractual or otherwise which the **Insured** may have in connection with that claim, regardless of whether or not actual payment to the **Insured** or a third party has been made by the **Insurer**. If the **Insurer** asks, the **Insured** must transfer all of the **Insured's** rights and remedies against any

person or property that might, in the **Insurer's** opinion, be necessary to perfect this right of subrogation.

2.6 The **Insured** shall at its own expense provide information and assistance to the **Insurer** in relation to the defence of a claim or conduct of any proceedings which the **Insurer** considers necessary or desirable to prevent or reduce loss or damage to the **Insured** or to obtain relief, indemnity or contribution from any other party to which the **Insurer** is or may be entitled to by subrogated rights or otherwise.

2.7 The **Policy** and **Schedule** and any endorsements to it given in writing by the **Insurer** shall be the entire contract between the **Insured** and the **Insurer** with respect to all matters referred to in it. Any claim that the **Insured** makes against the **Insurer** must be made under this **Policy** and will be subject to its terms.

2.8 In the event that any provision of the **Policy** is held to be invalid or unenforceable, such provision may be severed from and will not be taken to have affected the remaining provisions of the **Policy**.

2.9 If the **Insurer** grants the **Insured** any time or indulgence or if the **Insurer** fails to enforce any provision of the **Policy** or any of its rights under it, the **Insurer** will not be taken to have waived its right to enforce the provisions of the **Policy** or its rights under it.

2.10 No variation to this **Policy** shall be effective unless made in writing and signed by or on behalf of the parties

2.11 If, by virtue of any law or regulation which is applicable to the **Insurer** at the inception of this **Policy** or becomes

2.12 applicable at any time thereafter, providing coverage to the **Insured** is or would be unlawful because it breaches an embargo or sanction (including 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), the **Insurer** shall provide no coverage or benefit and have no liability whatsoever nor provide any defence to the **Insured** or make any payment of defence costs or provide any form of security on behalf of the **Insured**, to the extent that it would be in breach of such law or regulation

2.13 In circumstances where it is lawful for the **Insurer** to provide coverage under the **Policy**, but the payment of a valid

2.14 and otherwise collectable claim may breach an embargo or sanction, then the **Insurer** will take all reasonable measures to obtain the necessary authorisation to make such payment

2.15 In the event of any law or regulation becoming applicable during the **Policy** period which will restrict the ability of

2.16 the **Insurer** to provide coverage as specified in paragraph 2.11 then both the **Insured** and the **Insurer** shall have the right to cancel this **Policy** in accordance with the laws and regulations applicable to the **Policy** provided that in respect of cancellation by the **Insurer** a minimum of 30 days' notice in writing be given. In the event of cancellation by either the **Insured** or the **Insurer**, the **Insurer** shall retain the pro rata proportion of the premium during the first 12 months that the **Policy** has been in force and thereafter the **Insurer** shall retain the whole premium. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the **Insurer**, and in the absence of a more specific provision in the **Policy** relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the **Insurer** shall be effective even though the **Insurer** makes no payment or tender of return premium.

2.17 No delay or failure on the part of the **Insured** in enforcing any provision in this **Policy** shall be deemed to be a waiver or create a precedent or in any way prejudice the rights of the **Insured** under this **Policy**

2.18 In case of a change in developer, the **Insured** must intimate to the **Insurer**, within 30 days of the change, of the name of the new developer along with adequate documentation to substantiate this changee .

3 How to Claim

3.1 The **Insured** must submit Notifications and claims by post to :

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

3.2 The **Insured** must submit a **Notification** to **the Insurer** about any matter which may lead to a loss liability or **claim** under this **Policy** within 45 days of it first coming to the **Insured's** attention

3.3 The **Insured** must submit the **claim** with all necessary supporting documents within 90 days after the **Insured** has submitted a **Notification** to **the Insurer**

3.4 No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Insurer**

3.5 In the event of a claim or **Loss** or any occurrence for which there may be liability under this **Policy** the **Insurer** may at its discretion and at its own cost pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in default of which the **Insurer** will indemnify the **Insured** in the terms of the **Policy**

3.6 The **Insurer** shall have full discretion in the conduct of any proceedings and may cease any said action or application or defence at any time by:

3.6.1 paying to the **Insured** an amount up to the **Sum Insured** (after deduction of any sum already paid under this **Policy**) or any lesser amount for which a claim can be settled

3.6.2 making a **Settlement** out of court in the name of or on behalf of the **Insured**

3.6.3 paying or otherwise settling with the **Insured** the amount of **Loss** provided for under this **Policy**

whereupon the **Insurer** shall relinquish control of such claim and shall be under no further liability to the **Insured** in connection therewith except for costs and expenses relating to matters arising prior to the date of such payment or settlement and for which the **Insurer** is responsible in accordance with this **Policy**

3.7 The **Insurer** may at its discretion and at its own cost make **Settlement,** keeping the **Insured** informed of the same**,** with parties other than the **Insured** and may take any other action which the **Insurer** considers necessary to prevent or minimise its loss whether or not it is liable in the terms of this **Policy** and by so doing the **Insurer** will not be taken to have conceded any liability or waived any of the terms or conditions of this **Policy**

3.8 Irrespective of the number of claims made under this **Policy,** the total liability of the **Insurer** including **Expenses** shall not exceed in the aggregate the **Sum Insured.** Any payments the **Insurer** makes to the **Insured** or on behalf of the **Insured** under this Policy will reduce the **Sum Insured** by an equivalent amount.

3.9 The **Insured** must at the expense of the **Insurer** do and concur in doing and permit to be done all things reasonably practicable to minimise **Loss** to the **Insurer** and will permit the **Insurer** at its discretion to use the **Insured**'s name for the purposes of any action or proceedings in connection with a claim under this **Policy** provided that the **Insurer** will keep the **Insured** informed of such actions or proceedings and will ensure that in doing so it complies with the **Insurer's** regulatory obligations any policies and procedures of the **Insured** of which it is informed

3.10 The **Insurer** has the right to select the legal representative to act in any matter in connection with this **Policy**. Once such legal representative appointed the **Insurer** will not be liable for costs expenses or fees associated with any other legal representative appointed by the **Insured.**

3.11 The **Insurer** may at its discretion pursue any litigation (including appeals) to final determination by a court of competent jurisdiction and the **Insurer** shall not be liable to indemnify the **Insured** in respect of such **Loss** prior to such final determination

3.12 If the **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

3.13 If any **Person** makes a claim against the **Insured** that the **Insured** thinks is covered by this **Policy** the **Insured** must not make any admissions or pay any money to the **Person** making the claim. The **Insured** must not spend any money in connection with that claim prior to taking consent of **the Insurer**

3.14 If the **Insured** does or fails to do anything which may adversely affect the right to recover any sum from any **Person** for any matter covered by this **Policy** the **Insurer** may deduct from any payment otherwise due to the **Insured** under this **Policy** the amount by which the value of the right is reduced or the **Insurer** may recover that amount from the **Insured** if the **Insurer** has previously made a payment in respect of that matter

3.15After the **Insurer** has made a payment to the **Insured** under this **Policy,** if the **Insurer** is able to recover any money from any third party the **Insurer** can keep this money. The **Insurer** will repay to the **Insured** any amount received in excess of the **Loss** paid and **Expenses** incurred by the **Insurer,** but only to the extent that the **Insurer** is required to repay to the **Insured** in order to comply with regulatory or statutory obligations. If the **Insured** receives from any other **Person** any payment in respect of the same matter the **Insured** must immediately pay to the **Insurer** the sum received from that other **Person**

4. Non Invalidation

The **Insured's** interest in this **Policy** shall not be prejudiced by any act omission or default of any other party unless such party acted on behalf of the **Insured** or with the knowledge and consent of the **Insured** of if the **Insured** was aware of the act omission or default but did not inform the **Insurer**.

5. Applicable Law

This **Policy** will be subject to the relevant laws of India. Subject to clause 6 (Arbitration) below, for any dispute under this policy the courts of India will have exclusive jurisdiction to hear and determine any such dispute.

6.Arbitration

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

7.Cancellation:

This policy is written on a Multi-Year Pre-Paid basis and may not be cancelled by **Insured** or by **Insurer** except as mentioned in clause 2.13 and except that **Insurer** may cancel the policy for:
a. Material change in risk or exposure by written notice; or

b. Intentional concealment or misrepresentation of a material fact relating to this **Policy** or fraud by **Insured** or any additional insured by written notice

Insurer will give 30 day notice to **Insured** before effective date of cancellation, if the **Policy** has to be cancelled for above reasons and no premiums shall be refunded.

8. Premium Payment

1) It is understood and agreed that the premium due at the inception of this **Policy** shall be payable in the following instalments:
(quarterly basis – to be fully paid within one year of policy inception)

2) In the event of a claim hereunder which exceeds the instalments of premium paid on this **Policy**, the instalments of premium then outstanding shall become payable forthwith.

3) Notwithstanding any cancellation provision contained within the **Policy**, in the event that an instalment of premium is not paid by its due date **Insurers** shall have the right to terminate the cover afforded by the **Policy** to the **Insured** and any other party(ies) protected thereby, whether by endorsement or otherwise.

4) Transfer of the **Policy** can be only done after full payment of the premium by the **Insured**.

9. Claim Clause/ Settlement of Claim:

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website: https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx.
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.
2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.
List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any

8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor
6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable)*.
7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable *(Applicable to Retail policyholder)*.

10. Grievances

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

The details of Insurance Ombudsman are available below:

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road,	Karnataka

	JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh

	Email: bimalokpal.delhi@cioins.co.in	
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Email: bimalokpal.kolkata@cioins.co.in	
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE	Maharashtra,

	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	Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

The updated details of Insurance Ombudsman are also available on IRDAI website: www.irdai.gov.in, on the website of Office of the Executive Council of Insurers (formerly GBIC): www.ecoi.co.in, website of the company www.icicilombard.com or from any of Our offices.

10. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered post to

a. In case of the Insured, at the address specified in Policy Schedule
b. In Our case: at the address specified in Policy Declaration.
ICICI Lombard General Insurance Company Limited
ICICI LOMBARD HOUSE, 414, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE, OLD TATA PRESS LANE, PRABHADEVI, MUMBAI, INDIA-40025