

## Personal Protect Policy Wording

### PART II OF SCHEDULE

#### 1. GENERAL DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

**Accident** - means a sudden, unforeseen, and undesirable physical event caused by external, violent and visible means beyond the control of the Insured Person

**Age**- means the completed years of the Insured Person on his/her last birthday as per the English calendar.

**Company** - means ICICI Lombard General Insurance Company Limited.

**Day** - means a period of 24 consecutive hours.

**Hospital** - means any institution in India established for indoor care and treatment of sickness and Injuries and which:

(a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner; and

(b) complies with minimum criteria as under:-

- i) it should have at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and in all other places 15 inpatient beds;
- ii) fully equipped operation theatre of its own, wherever surgical operations are carried out;
- iii) fully qualified nursing staff under its employment round the clock;
- iv) fully qualified Medical Practitioner(s) should be in-charge round the clock; and
- v) maintains daily medical records of each of its patients; and

(c) By the nature of medical treatment, is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and such medical treatment shall be performed by a registered and qualified Medical Practitioner.

For the purpose of this definition, the term "**Hospital**" shall not include an establishment, which is a place of rest or recreation, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or mental asylum or any other like place.

**Hospital Confinement** – means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a resident/registered bed patient on the written advice and under the regular care and attendance of Medical Practitioner

**Hospitalisation-** means taking medical treatment in a Hospital as a registered patient

**Illness** - means sickness, disease, ailment or unhealthy condition of mind or body.

**Injury** - means physical bodily harm caused solely, independently and directly by an Accident.

**Insured Event** – means any event specifically mentioned as covered under this Policy.

**Insured Person** - means the person(s) whose name(s) are specifically appearing under Point 6 in Part I of the Schedule to this Policy. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured Persons may present a claim on behalf of the Insured Person to the Company.

**Loss of Use** - means the total paralysis of one or more limbs or loss of hearing of one or both the ears or loss of vision of one or both the eyes which is certified in writing by a Medical Practitioner to be permanent, complete and irreversible.

**Medical Expenses** - means the necessary, reasonable and customary charges incurred by the Insured Person for the medical treatment of the Injury and includes the costs of the stay in the Hospital, surgical treatment, treatment and care by medical staff, Medical Practitioner's fees, medicines and consumables including cost of pace-maker, artificial limbs, etc. or any expenses incurred on the advice of the Medical Practitioner.

**Medical Practitioner** - means a person who holds a degree of a recognised institute and is registered or licensed by recognised Medical Council of India or of the respective States of India, or by similar medical councils of the country in which the Accident occurs (as applicable) and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anaesthetist and surgeon but would exclude the Insured Person and members of his/her Immediate Family. For the purpose of this definition, "**Immediate Family**" would mean and include the Insured Person's spouse, children (including adopted and step children), brother(s), sister(s) and parent(s). The term "Medical Practitioner" specifically excludes persons practicing in non-allopathic fields.

**Month** - means a calendar month as per the English calendar.

**Nominee** – means the person(s) nominated by the Insured Person to receive the

insurance benefits under this Policy payable on the death of the Insured Person caused by an Accident. For the purpose of avoidance of doubt it is clarified that if the Insured Person is a minor, his legal guardian shall appoint the Nominee.

**Physical Separation-** means with respect to the hand, severance of limb at or above the wrists, and with respect to the foot, severance of limb at or above the ankle.

**Policy** - means the Policy booklet alongwith the schedule, extensions and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured Person, the exclusions from the cover and the terms and conditions of the issue of the Policy.

**Policyholder** – means the person(s) or the entity named in Part I of the Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s).

**Policy Period** - means the period commencing from Policy Start Date and hour as specified in Part I of the Schedule to this Policy and terminating at midnight or on the time mentioned on the Policy End Date as specified in Part I of the Schedule to this Policy.

**Policy Schedule** - means the Schedule attached to and forming part of the Policy.

**Policy Year**- means a period of twelve months beginning from the Policy Start Date, as specified in Part I of the Schedule, and ending on the last day of such twelve Month period. For the purpose of subsequent years, following the first year of the Policy Period, "**Policy Year**" shall mean a period of twelve Months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve month period, till the Policy End Date as specified in Part I of the Schedule.

**Professional Sports** - means a sport, which would remunerate a player in excess of 50% of his annual income as a means of his livelihood.

**Scheduled Airline** - means civilian scheduled air carrier operating civilian flights, holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**Sum Insured** – means and denotes the maximum amount of cover available to the Insured Person under each section and extension (s) therein as detailed in Part I of the Schedule to this Policy, subject to the terms and conditions of this Policy, which represents the Company's maximum liability for all claims in aggregate payable to such Insured Person by the Company under each of the respective section(s) and extension (s) therein.

**War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## **2. SCOPE OF COVER UNDER SECTION A**

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to pay to the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event, as specifically described hereunder, under different Benefit(s) (and Extensions – if any) arising due to an Injury sustained by the Insured Person during the Policy Period but not exceeding the Sum Insured as specified under the respective Benefits (and Extensions – if any) under Section A.

### **2.1 Benefit 1: Insured Event - Death resulting from Accident**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.1 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Benefit 1 under Section A of Part I of the Schedule to this Policy, on the occurrence of death of the Insured Person, provided such death results solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

### **2.2 Benefit 2: Insured Event - Permanent Total Disablement (PTD) resulting from Accident**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.2 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured, in the manner indicated below, on the occurrence of any of the following losses, provide such losses to the Insured Person are total and irrecoverable losses which result solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year:

- (i) Loss of Use of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of Use of one eye and such Physical Separation/ Loss of Use of one entire hand or one entire foot, then the Sum Insured as stated under Benefit 2, Section A in the Part I of the Schedule to this Policy hereto as applicable to such Insured Person.
- (ii) Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of Use of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated under Benefit 2, Section A in Part I of the Schedule to this Policy hereto as applicable to such Insured Person.

- (iii) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then the Sum Insured as stated under Benefit 2, Section A in Part I of the Schedule to this Policy hereto as applicable to such Insured Person.

## **2. SECTION – B**

### **3.1 Benefit 3: Accidental Hospitalization Expenses Reimbursement**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in Benefit 6 under Section B of Part I to the Schedule, to reimburse the Insured Person for the reasonable and necessary Medical Expenses incurred during Hospitalisation arising out of the Injury sustained by the Insured Person during the Policy Period/ Policy Year, which on the written advice of a Medical Practitioner requires Hospitalization.

Provided that such Hospitalization arises out of an Injury within 7 days from the date of Accident resulting in such Injury and the Company's total liability, under this Benefit, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Benefit 6 of Section B in Part I of the Schedule hereto as applicable to such Insured Person.

Notwithstanding anything to the contrary stated herein the Company shall be liable to make payment under this Benefit only if the Hospitalization exceeds atleast \_\_ consecutive days.

The expenses incurred on eyeglasses, contact lenses, hearing aids and examination for the prescription or fitting thereof shall be excluded from the cover under this Benefit 6 unless specifically mentioned in the Part I of the Schedule to this Policy and the impairment of vision or hearing is caused as a result of Accident covered under the Policy.

## **4. EXCLUSIONS AND LIMITATIONS**

### **4.1 EXCLUSIONS AND LIMITATIONS APPLICABLE TO BENEFITS & EXTENSIONS OF SECTION A AND SECTION B:**

The Company shall not be liable under Section A and Section B for:

- (i) Any other payment to the Insured Person after a claim under Benefit 1 Section A of Part I of the Schedule to this Policy has been admitted and become payable.
- (ii) Payment of compensation relating to Medical Expenses unless covered by way of appropriate extensions.

- (iii) Any loss or condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter. The Company shall not be liable to make any payment under these in respect of:
- a. disease, Injury, death or disablement directly or indirectly due to War, invasion, act of foreign enemy hostilities or warlike operations (whether War be declared or not) or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft.
  - b. Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them.
  - c. Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury.
  - d. Any Injury present prior to the commencement of Policy Period. Any Injury existing before the Policy Start Date as stated in Part I of the Schedule to this Policy, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury.
  - e. Any Hospitalization not arising out of an Injury.
  - f. Payment of compensation relating to Medical Expenses not incurred in a Hospital.

#### **4.2 GENERAL EXCLUSIONS AND LIMITATIONS APPLICABLE TO THE POLICY:**

The Company shall not be liable under the Policy for:

- (i) Payment of any claim for Hospitalization where such Hospitalization does not commence within 7 days of Accident, provided that the Accident occurs within the Policy Period/Policy Year.
- (ii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs; (c) whilst engaging in aviation or

ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.

[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]

(d) directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder; (e) arising or resulting from the Insured Person committing any breach of law.

(iii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person (a) from Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.

(iv) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person due to, or arising out of, or directly or indirectly connected with or traceable to, War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.

(v) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person:

a Directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion.

b Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

c Whilst working in underground mines or explosives magazines, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in activities like racing on wheels or horseback, big

game hunting, mountaineering, winter sports, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons whilst engaged in occupation / activities of similar hazard.

- (vi) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly from, or indirectly caused by, or contributed to or aggravated or prolonged by, childbirth or pregnancy or in consequence thereof.
- (i) Nuclear, Chemical, Biological Terrorism Exclusion Clause: This Policy shall not extend to cover death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - a. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
  - b. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.
  - c. "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.
- (ii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person while serving in any branch of the military or armed forces of any country during War or warlike operations .
- (x) Payment of aggregate claims under any benefit or extensions exceeding the Sum Insured of the respective benefit's/sections for the entire Policy Year/Policy Period as specified in Part I of the Schedule to this Policy applicable to such Insured Person.
- (xii) If the Company alleges that by reason of any of the above exclusions i.e. any loss, cost or expenses is not covered by this Policy, the onus of proving the



contrary shall be upon the Insured Person/ or any such person acting on behalf of the Insured Person, as the case may be.

## **5. BASIS OF ASSESSMENT OF CLAIM: APPLICABLE TO POLICY**

A) The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

- (i) Barring exceptional circumstances where a reasonable cause is shown and the Company is satisfied with such reasons, the Company should be immediately notified in writing of such event.
- (ii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall deliver to the Company, within 90 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form, and any other material particular, relevant to the making of such claim.
- (iii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- (iv) The claimant can logde a claim at our toll free number 1800-209-8888 or write to us at

Retail Claims, ICICI Lombard GIC, Interface-11, 4<sup>th</sup> Floor  
Malad Link Road, Malad (W), Mumbai-400064

B) Claim Documents: The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall be required to furnish the following for or in support of a claim:

### **5 B) 1. Benefits & Extensions under Section A**

#### **(i) In case of Death**

- a Policy Copy
- b Claim form duly filled & signed by nominee
- c Post Mortem Report (certified copies) - as applicable
- d F.I.R. or Death report or Inquest Panchnama (in original or certified copies)-
- e Spot Panchnama (certified copies)- if applicable
- f Death certificate (in original or certified copy)
- g Any other document as may be required by the Company.

#### **(ii) In case of Permanent Total Disablement**

- a Policy Copy
- b Claim form duly filled & signed by the claimant
- c Disability certificate - Authorized Medical Practitioner of the district/ units concerned, (certificate) stating percentage of disablement
- d F.I.R. and Panchnama wherever applicable (original or certified copies)
- e Medical report
- f Investigation reports like laboratory test, X-rays and reports essential of confirmation of the type and percentage of disability
- g Original medical bills
- h Photo of Insured Person showing the disability
- i Any other document as may be required by the Company.

## **5(B) 2 Benefits under Section B**

### **(i) Accidental Hospitalization Reimbursement Expenses**

- 1. Policy Copy
- 2. Claim form duly filled & signed by the claimant
- 3. F.I.R. and Panchnama wherever applicable (original or certified copies)
- 4. Medical & Investigation report
- 5. Prescriptions
- 6. Original Medical & Investigation Bills
- 7. Discharge Card

### **C) Method of Assessment and Payment of claim**

For a Policy with Policy Period greater than one year, the Sum Insured considered for assessment of claim shall be the Sum Insured mentioned against the Policy Year of the occurrence of the Accident.

In the event that a claim becomes payable under the terms of the Policy, the Company shall make such payment in a lump sum amount or periodical installments as opted for by the Insured Person/ Policyholder by way of cheque or electronic fund transfer or demand draft at the option of the Company.

### **D) Limitation period**

In no case whatsoever shall the Company be liable, for any claim intimated to the Company after the expiry of 30 days from the date of occurrence of Insured Event or after the expiry of 15 days from the date of commencement of Hospitalisation.

Unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**NOTE:-**

Please inform us immediately of any change in the address, occupation, state of health, or of any other changes affecting any Insured Person.

**1. POLICY RELATED TERMS AND CONDITIONS**

1. Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before interment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person(s) on the occasion of any alleged Injury or disablement when and as often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.
3. In the event of a claim in respect of Loss of Use of one or both the eyes/ Loss of Use of one or both the ears, the Insured Person(s) shall undergo at the Insured Person's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight/ hearing is not regained after such operation or treatment, and such Loss of Use of one or both the eyes/ Loss of Use of one or both the ears is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule to this Policy.
4. Position after a claim:
  - a In case of Death or Permanent Total Disablement (as specified in Basis of Assessment) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from Part I of the Schedule to this Policy without any refund of the premium and that person be no longer be covered under the policy and consequently no further benefit shall accrue to such Insured Person.
  - b In cases excepting as in 4 (a) above, the Company shall reduce the Sum Insured in respect of Insured Person to whom such sum shall become payable, by the amount admissible under the claim. However the Company's liability for payment in aggregate for all claims under other section(s) or endorsement(s) for Policy

Period/Policy Year in no case shall exceed the Sum Insured as indicated against the section(s) or endorsement(s) as mentioned in Part I of the Schedule to this Policy.

5. (a) The Policyholder shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons.

(b) The Policyholder shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.

6. The scope of cover shall extend on a worldwide basis unless mentioned otherwise.

## **6. PART III OF THE SCHEDULE**

### **Standard Terms and Conditions**

#### **1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

#### **2. Reasonable Care**

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

#### **3. 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 the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### **4. Material change**

The Insured Person shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation, trade or business practices thereby containing the circumstances that may give rise to the claim and

the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

**5. Records to be maintained**

The Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

**6. No constructive Notice**

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

**7. Notice of charge etc.**

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

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

The terms and conditions contained herein and in Part II of the Schedule to this Policy 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 to this Policy, 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 to this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

**9. Duties of the Insured Person on occurrence of loss**

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

1. Forthwith file/submit a claim form in accordance with 'Basis of Assessment of Claim' Clause as provided in Part II of the Schedule to this Policy.
2. Allow the surveyor or any agent of the Company to inspect the damaged Insured Asset.
3. Assist and not hinder or prevent the Company or any of its agents from taking any reasonable steps in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.

4. Not abandon the Insured Asset, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the surveyor.

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

#### **10. Position after a claim**

The Insured Person shall not be entitled to abandon Insured Asset whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured Person as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Policy Period/Policy Year shall stand reduced by the amount of the compensation.

#### **11. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### **12. Cancellation/termination**

The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Registered post/Acknowledgement Due post to the Insured Person at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the refund grid applicable.

15 (a): Refund Grid applicable to Policies having policy period lesser than or equal to one year:

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding six months	Nil

15 (b): Refund Grid Applicable to policies having Policy Period greater than 1year

% Refund Premium				
	Policy Period (Years)			
Year of Cancellation	2	3	4	5
Year 1	25%	45%	57%	78%
Year 2		11%	26%	57%
Year 3			6%	37%
Year 4				18%

No refunds of premium shall be made under the Policy during the last year of the Policy Period

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured Person, the cover and Company's liability in respect of that Insured Person shall forthwith terminate.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured Person where any claim has been admitted by the Company or has been lodged with the Company or any benefit has been availed by the Insured Person under the policy.

**13. Policy Disputes**

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

**14. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss shall be first obtained.

**15. Renewal notice**

**(i) Renewal notice for policies not issued on Auto Renewal Basis:**

The Company shall not be bound to accept any renewal premium nor give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured Person. Nothing mentioned herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

**(ii) Renewal notice for policies issued on Auto Renewal Basis:**

The Company shall automatically renew the Policy annually for the period it has been issued for. However on expiry of the Policy after completing its entire auto renewal period the Company shall not be bound to accept any renewal premium nor give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured Person. Nothing herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

**16. Notices**

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

In case of the Insured Person, at the address specified in Part 1 of the Schedule.

In case of the Company:



ICICI Lombard General Insurance Company Limited  
ICICI Bank Towers  
Bandra Kurla Complex  
Mumbai 400 051

AND

ICICI Lombard General Insurance Company Limited  
Zenith House  
Keshav Rao Khadye Marg  
Mahalaxmi  
Mumbai 400 034.

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.

#### **17. Customer Service**

If at any time the Insured Person requires any clarification or assistance, the Insured Person may contact the offices of the Company at the address specified, during normal business hours.

#### **18. Grievances**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours. If the situation so arises that, no reply is received from the Company within one month or the insured is not satisfied with the reply of the company, insured may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of his/ her grievance.

The details of Insurance Ombudsman can be obtained at IRDA website: [www.irdaindia.org](http://www.irdaindia.org), the website of General Insurance Council: <http://www.generalinsurancecouncil.org.in/> or from the office of the Company.