

Amusement Park Insurance Package Policy

PREAMBLE

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

PART I OF SCHEDULE

- | Policy No. | Issued at |
|-----------------------------------|---|
| 1. Name of the Insured | : |
| 2. Mailing Address of the Insured | : |
| 3. Risk Location Address | : |
| 4. Insureds Trade or Business | : |
| 5. Hypothecation Details | : |
| 6. Period of Insurance | : From: XXXX Time: 00:00 hours.
To: Midnight: XXXX |
| 7. Sum Insured Details (Rs.) | |

Sec No.	Coverage	Sum insured (Rs.)
Total Sum Insured (Rs.)		

8. Extension: _____

9. Premium Calculation:

Basic Premium	(Rs.)	XXXX
Add: 10.30% Service Tax	(Rs.)	XXX
Total Amount Payable	(Rs.)	XXXX

" The stamp duty of Rs. 0.50/- (Fifty Paise Only) paid in cash or by demand draft or by pay order, vide Receipt/Challan No. 48922 dated 04th March 2011."

10. Clauses/Endorsements/Warranties/Special Condition:

- 1.
- 2.
- 3.

Subject otherwise to terms and conditions of Automobile Trade Secure Policy.

Signed for and on behalf of **ICICI Lombard General Insurance Company Limited**, at
_____ on **this date** _____

Authorised Signatory

Service Tax Reg. No.: GIS/Mumbai - I/1528/2001

Policy shall stand cancelled ab initio in the event of non-realization of the premium.

GENERAL CONDITIONS APPLICABLE TO THE POLICY:

1. Cancellation / termination

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate mentioned hereunder for the time the policy has been in force.

For a period not exceeding	% of annual rate to be retained	For a period not exceeding	% of annual rate to be retained
15 Days	10	5 Months	60
1 Month	15	6 Months	70
2 Months	30	7 Months	80
3 Months	40	8 Months	90
4 Months	50	9 Months	The full annual rate

For period exceeding 9 months the full annual rate is to be retained.

This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given in writing by Registered post/Acknowledgement Due post to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

2. Policy Disputes

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 the Laws of India and only competent Courts of India 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.

3. 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 or damage shall be first obtained.

4. 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 I to this Policy.

In case of the Company:

ICICI Lombard General Insurance Company Limited

Zenith House, Keshavrao 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.

5. Customer Service

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

6. Grievances

In case the Insured is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours.