

JEWELER'S 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 and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the limit of indemnity/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. Hypothecation Details	:
4. Risk Location Address/es	:
5. Policy Period	: From: DD/MM/YYYY Time: 00:00 hours To midnight of DD/MM/YYYY
6. Geographical Area	:
7. UIN of the product	:
8. Intermediary details	:
9. Details of Sum Insured	:

Particulars	Limit of Indemnity
Section I: Property in premises	Sum Insured / Limit of indemnity
i. On Premises (Including Display Window and Locked safe)	
ii. Property kept Outside Locked Safe/Strong Room anywhere in the Insured Premises after business hours	
iii. Property in Bank Lockers / Private locker	
iv. Property at residence	
Total (Section I)	XXX
Section II: Property in custody of the Insured and specified persons	Limit for Any one loss
i. Property Insured whilst in the custody of Insured, Director(s), Employees(s), Partners(s), Duly constituted Attorney(s) and Consultant(s) and such other authorized representatives of the Insured.	
ii. Property insured whilst in the custody of brokers or agents or cutters or goldsmiths, minakar, Polisher, certifying agencies or any other person/ agencies who are not in regular employment of the insured, but to whom such property is entrusted subject to appropriate written evidence of consent of Insured being available relating to such entrustment.	

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115
Mailing Address:
 601 & 602, 6th Floor, Interface 16,
 New Linking Road, Malad (West)
 Mumbai - 400 064

CIN: L67200MH2000PLC129408
Registered Office Address:
 ICICI Lombard House, 414, Veer Savarkar Marg,
 Near Siddhi Vinayak Temple, Prabhadevi,
 Mumbai 400 025

UIN: IRDAN115RP0003V01202021
Toll free no : 1800 2666
Alternate no : 86552 22666 (chargeable)
E-mail : Customersupport@icicilombard.com
Website : www.icicilombard.com

Total (Section II)	XXX
Section III : Property in transit	Limit for Any one loss
i. Registered Insured Post parcel	
ii. Air Freight	
iii. Professional Courier & Logistics Company/ Angadias/ Carrying and forwarding agencies	
Total (Section III)	XXX
Section IV: Structure & Content	Sum Insured
a) Structure/ Building – Standard Fire and Special Perils Cover	
b) Cover for Furniture, Fixture, Fittings and Contents- Standard Fire and Special Perils Cover including Burglary, Theft and Robbery cover	
Total (Section IV)	XXX
Section V:	Limit of indemnity
Fidelity (Employees (Permanent & contractual)/ Third party agencies & their employees)	
Total (Section V)	XXX
Section VI:	Limit for any one loss
Exhibition/Photoshoots/Fashion Shows	
Total (Section VI)	XXX
Section VII: Money	
Money in Transit	Limit for any one loss
Locations between which the transit of money to be covered	
Money in Counter / Till	Sum Insured
Money in Safe	
Total (Section VII)	
Section VIII:	Limit of Indemnity
Public Liability	
AOA Limit	
Total (Section VIII)	XXX
Section IX:	Sum Insured
Employee's Compensation	
Total (Section IX)	XXX
Section X:	
All Risk	Sum Insured
a. Electronic Equipments (Portable and Non portable Equipments)	
Total (Section X)	XXX
Section XI	Sum Insured
Fixed glass (Glass Breakage)	
Accidental Damage to contents	
Total (Section XII)	XXX

Endorsements:

Particulars	SUM INSURED/LIMIT of Indemnity
Extension 1: Medical Expenses Re-imbursment for Accidental Injury arising during the Act of Piercing	
Extension 2: Terrorism Inclusion Clause	
Extension 3: Purchase Protection cover	
Extension 4: Personal Jewellery Extension	
Extension 5 : Boiling and/ or Casting / Laser Machine Operations	
Extension 6 : Breakdown cover	
Extension 7 : Consequential Loss (Fire) Insurance	
Extension 8: Personal Accident	

Premium Details:

	Premium(Rs.)
Net Premium (Rounded off)	
Add: GST	
Total Premium (Rounded off)	

1. Clauses/Conditions/Warranties/Exclusions:
Clauses:

- I.
- II.

2. Conditions:

- I.
- II.

3. Warranty:

- I.
- II.

4. Exclusions:

- I.
- II.

Subject otherwise to terms and conditions of Jeweler's Package Policy.

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

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Authorized Signatory

GST Registration No.:

GST Code Number:

Category:

PART II OF SCHEDULE

DEFINITIONS:

For the purposes of this policy, the terms specified below shall have the meaning set forth:

1. "Accident" means a sudden, unforeseen, uncontrollable and unexpected physical event to the insured person caused by external, violent and visible means, occurring under the circumstances described in a hazard applicable to that person
2. "Act of piercing" means a small hole in a part of the body, typically ears, nose etc made so as to insert a ring, stud, or other piece of jewellery therein.
3. Bodily Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
4. "Burglary" means any theft following upon actual forcible and violent entry of and/or exit from the insured premises and includes housebreaking.
5. Business means the business of the Insured specified in the
 - fixtures, fittings and interior decorations and others as stated in the schedule.
11. "Damage" means actual and/or direct physical loss or damage to tangible property.
12. "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy and which is also applicable against Defence Costs. The Company's liability to make any payment under this Policy is in excess of the Deductible.
13. Employee means one or more of the Insured's officers, clerks, servants and other employees while employed by the Insured. One or more persons provided by an employment contract or to perform employee duties for the Insured under the Insured's supervision but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the Business.
14. Employee Sum Insured means the amount specified in the Schedule against the name of an Employee, which, subject to the Limit of Indemnity, shall be the Company's maximum liability for any and all claims in respect of that Employee.
15. External Data Media means the items as specified in the Schedule which are fixed at or located in the Insured Premises and which are used solely in the course of the Business.
16. Family/Family Members means Insured's spouse, children, parents and/ or other relatives normally living with the Insured at the Insured's residence.
17. Frames and Framework shall mean a structure, the immediate purpose of which is the enclosure or support of Plate Glass.
18. Geographical Limits means Indian territory, unless otherwise specified
19. Home means the private dwelling used for domestic purposes

- Schedule.
6. "Bank" means and includes bank of every description, post office, and government treasury
 7. "Company" means ICICI Lombard General Insurance Company Limited
 8. Close Personal Custody and Control shall mean that the Property Insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit.
 9. Cost means landed cost that includes all direct cost plus all kinds of labour charges plus all related incidental expenses plus applicable taxes and levies.
 10. "Contents" means the following goods used for business or business purposes, so long as they are owned by the Insured and/or for which the insured is legally responsible for including family of Insured, Directors, Karta of HUF, partners and the like or the case may be:
 - furniture,
 - machinery,
 - equipment,within the boundaries of the land belonging to it.
 20. "Hold-up" means when the Insured or its personnel is/are threatened by any weapon and there exists a possibility of actual physical threat to the person of the Insured or its personnel.
 21. "Insured or Insureds" means the person and/or his family or organization named in the policy as the Policyholder as the case may be.
 22. "Injury" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
 23. Kutcha Construction means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin or the like
 24. Limit of Indemnity means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy.
 25. Market Value for Jewellery means the value which can be realized from the market for such insured property immediately before the occurrence of loss on the date of loss.
 26. Market Value for Contents means cost of Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage which ever is lower.
 27. Money means cash including coins and currency notes, bank drafts, treasury notes, cheques, postal orders, and current postage stamps.
 28. "Policy Period" means the period commencing from the inception date and hour and, terminating at midnight on the expiry date as specified in Part I of the Schedule
 29. Period of Insurance means the period between the Retroactive

- Date and the expiry date specified in the Schedule and, if no Retroactive Date is specified, then the Policy Period.
30. "Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property
 31. "Premises" means premises where the insured business is carried on or at other premises where the insured property is deposited as specified in schedule.
 32. "Private locker" means any locker owned and maintained by professional entities of repute that are so authorized to own and maintain the same in their ordinary course of business
 33. "Property Insured" means Stock and stock in trade consisting of Jewellery, Gold or Silver Ornaments and Plates, Pearls and Diamonds and Precious Stones of any sort or kind whatsoever or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which the insured is responsible.
 34. Portable equipment means Photographic equipments, Laptops, Mobile Phones, Video cameras, Telescopes, musical instruments, I-Pads, I Pods and Portable Equipments of similar nature.
 35. Personal Jewellery means which belongs to the Insured which is used for other than business purpose.
 36. Plate Glass means the glass described in the Schedule.
 37. Retroactive Date means the date specified in the Schedule.
 38. Robbery means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by so putting in fear, induces the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint. The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.
 39. Replacement cost means the cost, on the date of the loss or damage, of the lower of:
 Repairing the property with materials of similar kind and quality; or
 Replacing the property with new articles of similar kinds, quality and usefulness; without any deduction for depreciation
 40. Policy/Schedule means the schedule, and any annexure to it, attached to and forming part of the policy
 41. Safe means a strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items,

- and access to which is restricted.
42. Strong Room means a room within the Insured Premises designed for the secure storage and access to which is restricted.
 43. Sum Insured means the amount stated in the Schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of Claims made or the number of the Insured's who make a Claim) for any one Claim and in the aggregate for all Claims for which the Company will make payment in relation to the Cover to which the Sum Insured relates during the Policy Period.
 44. Theft as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.
 45. Traveller / Messenger means a person who is duly authorized by the Insured to have custody of stock and stock in trade for the purpose of its delivery and collection.
 46. Unoccupied means not lived in by Insured, Insured's Family, Insured's domestic employee or any other person authorized by the Insured.
 47. Property at residence means the property as defined above stored at residential premises owned by the insured only.

Scope of Policy Cover

Section I: Property in premises

Property and Property in Trade consisting of Jewellery, Gold or Silver Ornaments, Plates made of gold, silver or studded with precious stones, Pearls and Diamonds and Precious Stones, precious metals/articles of any sort or kind whatsoever, and / or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which the Insured is responsible whilst stored or lying or displayed at the Insured Premises.

This Section insures against All Risks of direct physical loss of or damage arising from any cause whatsoever caused to Property Insured herein up to the limits as mentioned under Section - I of the Schedule and as described below whilst contained in the premises where the insured's business is carried on or at other premises where the insured property is deposited as specified in the Schedule or endorsed thereto, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this Policy and subject to the limits as stated in the Schedule.

- i. On Premises (Including Display Window and Locked safe)
- ii. Property kept Outside Locked Safe/Strong Room anywhere in the Insured Premises after business hours subject to Special Condition 1
- iii. Property in Bank Lockers / Private locker
- iv. Property at residence

Special Conditions applicable for Section I

1. It is hereby agreed and declared that the Insured is permitted to keep stock not exceeding a maximum limit of 10% (unless specifically agreed and revised by the Insurer) of the total Sum Insured under Section I (i) of the Schedule outside of locked safe and/or strong room but within the Insured premises after Business Hours.

2. For Policies issued on Floater Basis the Sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in respect of Property Insured under Section I.

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At all times during the currency of this policy the insured should 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 if required.

The changes in the address of locations specifically declared at inception or inclusion of new locations during the period of policy should be communicated and agreed by the Insurer.

It is further agreed and declared that Company shall not be liable for any loss or damage at unspecified locations.

3. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:

- a. Maintenance of Key Clause
- b. Pair and Set Clause

4. Condition of Average

If the Property covered hereby on all specified premises shall at the time of loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share loss or damage accordingly.

5. Amended Condition of Average Applicable only if Waiver of Under Insurance up to 15% is Opted: If the value of the Insured Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this

Special Condition. However, if the Sum Insured is at the time of an insured event not less than 85% (eighty five percent) of the collective value of the Insured Contents, this condition shall be of no purpose and effect.

Subject otherwise to the terms, conditions and exceptions of the policy.

BASIS OF VALUATION:

The basis of valuation of property insured for the purpose of this insurance, unless otherwise agreed by the insurer shall be the Insured's Cost plus ten per cent thereof, but in case of diamonds where it is not possible to derive the cost it shall be Selling Price less ten per cent.

MAINTENANCE OF SUM INSURED:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Section II: Property in custody of the Insured and specified persons

This policy section insures Property and Property in Trade excluding Money belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business against all risks of direct physical loss of or damage to property insured under items (i) and (ii) of Section - II of the schedule and carried, conveyed/distributed outside the specified premises for purpose of insured's business subject to the definitions, limitations, exclusions, terms, conditions and warranties of this policy.

i. Property insured whilst in the "Close Personal Custody and Control" of Director(s), Employee(s), Partner(s), Duly

Constituted Attorney(s) and Consultant(s) and such other authorized persons of the Insured.

ii. Property insured whilst in the "Close Personal Custody and Control" of Cutter(s), Broker(s), Agent(s), Gold smith(s), Dealer(s), Client(s), Job worker(s), Contractor(s), Sub-Contractor(s) and other such entities including

the employee(s) of the above, whether or not in regular employment of the Insured.

iii. Property insured whilst in the "Close Personal Custody and Control" of the employees of the Insured's Group /

Associate / Sister Concern operating from the same premises as that of the insured.

Special Conditions applicable for Section II:

i). If the value of Property at any place were in excess of Rs. 5 Lacs, the same should be stored overnight or during non-business hours in a burglar proof safe unless specifically agreed and revised by the Insurer.

ii). Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:

- a. Personal Conveyance Clause
- b. Hotel/Motel Clause
- c. Storage at Residence Clause
- d. Pair and Set Clause
- e. Jangal Slip Clause

BASIS OF VALUATION:

The basis of valuation of property insured for the purpose of this insurance, unless otherwise agreed by the insurer shall be the Insured's Cost plus ten per cent thereof, but in case of diamonds where it is not possible to derive the cost it shall be Selling Price less ten per cent.

MAINTENANCE OF SUM INSURED:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Section III: Property in transit

This policy section insures Property and Property in Trade excluding Money belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business against all risks of direct physical loss of or damage to property insured whilst in transit as specified under items (i), (ii) and (iii) of Section III of the schedule within the geographical area specified in the schedule subject to the definitions, limitations, exclusions, terms, conditions and warranties of this policy :

i) Registered Insured Post parcel

ii) Air Freight.

iii) Professional Courier & Logistics Company/ Angadias/ Carrying and forwarding agencies

SPECIAL CONDITIONS APPLICABLE FOR SECTION III:

1. It is hereby agreed and declared that in the event of the goods being sent by Air Freight, Angadia, Courier and/or Logistics Company hereinafter referred to as Carrier , the Insured shall declare the full value(unless specifically agreed and revised by the Insurer) of the cargo to the Carrier. Further, in the event of a loss the

Insured shall immediately lodge a claim on the Carrier and shall take all legal steps to recover the loss or damage from the Carrier.

2. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:

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- a. Pair and Set Clause
- b. Jangad Slip Clause

BASIS OF VALUATION:

The basis of valuation of property insured for the purpose of this insurance, unless otherwise agreed by the insurer shall be the Insured's Cost plus ten per cent thereof, but in case of diamonds where it is not possible to derive the cost it shall be Selling Price less ten per cent.

MAINTENANCE OF SUM INSURED:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

GENERAL EXCLUSIONS APPLICABLE TO SECTION I, II and III:

1. Loss of and/or damage to the Property Insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing or restoring and directly resulting there from and also while undergoing the process of Boiling , Casting and Laser Machine Operation unless specifically revised by the Insurer

- 2. a) Property missing at stock taking in respect of which no Claim has been previously notified unless the loss be proved by the insured to be due to a peril covered by the policy.
- b) Loss of and/or damage to Property Insured due to mysterious circumstances/ disappearance or unexplained reasons.

3. Loss of and/or damage to the Property Insured whilst the same is being worn or used by the Insured or any director or partner of the insured or their spouses, member of their families, relatives or friends or whilst in their custody for this purpose.

4. Loss or damage to goods entrusted to the Insured by Private Clients and/or Customers solely for Safe Custody.

5. Loss of and/or damage to the Property Insured whilst any Public Exhibition whether promoted or financially assisted by any Public Authority or by any Trade Association or otherwise unless specifically covered.

6. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, inherent vice, latent defect, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature, moth, vermin insects, animals, mildew and electrical or mechanical breakdown or derangement.

7. Theft or disappearance of Property insured from road vehicles of every description owned or hired by or under the control of the Insured and/or their Directors, Partners, Servants, Agents or representatives where such vehicles are left unoccupied/unattended.

8. Loss or damage due to breakage of any item of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.

9. Loss or damage occasioned by theft or dishonesty or any attempt there at committed by or where such loss or damage has been expedited by or in any way sustained or brought about by

- a) Any of the Insured's Family Members or Directors or Partner or Principal.

- b) Any Servant or Traveller or Messenger in the exclusive Employment of the Insured.
- c) Any Customer or Broker or Broker's Customer, Angadia or, Cutter or goldsmith in respect of the property hereby Insured entrusted to them by the Insured, his or their representatives or agents.
- d) Employees of the Insured

10. a) Loss or damage occurring whilst in transit in India to ultimate destination outside the Geographical area stated in the Schedule or vice versa for the purpose of exports / imports .

b) Loss or damage to property hereby Insured intended for export from the time such property leaves the insured's premises in the ordinary course of processing for transit and during transit for delivery to customs or carrier or post office unless specifically agreed and revised by the Insurer

c) Loss or damage to property insured imported whilst in transit from the time delivery is taken from the post office or the carrier or customs as the case may be until delivered at the insured's premises.

11. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or wilful destruction by or under the order of the Government or any Public or Local Authority.\

12. Any loss following use of the key to the safe/locker/strong room/ steel almirah or any duplicate thereof belonging to the insured or person in whose custody the insured property is, unless such key /duplicate key has been obtained by threat or by violence.

13. Loss or damage to stock kept outside of locked safe and/or strong room but within the Insured premises after Business Hours exceeding the percentage mentioned in the Section I of the Schedule.

14. Loss or damage to Property Insured whilst kept or stored inside equipment's for the purpose of Boiling and whilst undergoing Casting and Laser Machine Operations during and outside business hours.

15. Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.

16. Losses arising out of any legal liability including delay

17. Loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely

- a) Subterranean fire or atmospheric disturbances.

- b) War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law.

- c) Loss or damage caused by any act of Terrorism unless specifically insured.

18. Any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.

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19. Loss or damage to computer systems records including cost of reconstructing computer system software or data.

20. Kimberley Process Exclusion Clause: This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme. The Kimberley Process Certification Scheme is a joint initiative of the various governments, International Diamond Industry and Civil Society to stem the flow of conflict diamonds-rough diamonds that are used by rebel movements to finance wars against Legitimate Governments.

21. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

22. Institute Extended Radioactive Contamination Exclusion Clause: This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

- a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

23. Institute Chemical Bio-logical, Bio-chemical, Electromagnetic Weapons and Cyber Attack Exclusion

Clause: This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- a) Any chemical, bio-logical, bio-chemical or electromagnetic weapon
- b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

Section IV: Structure & Content

a) Structure/ Building – Standard Fire and Special Perils Cover

This section covers loss or damage to Building which is not of Kutcha construction belonging to insured including, boundary walls, gates and fences, plinths and foundation subject to the limits as stated in the schedule.

This section insures against Loss or damage resulting directly from:

- I. Fire, excluding destruction or damage caused to the property insured by:
 - a) Its own fermentation, natural heating or spontaneous combustion

b) Its undergoing any heating or drying process

c) Burning of Property Insured by order of any Public Authority

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

to cause by boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus(in which steam is generated) or their contents resulting from their own explosion/implosion,

caused by centrifugal forces.

IV. Aircraft Damage

V. 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:

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority
- c. 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.
- d. 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 the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood Inundation

VII. earthquake, Volcanic eruption or other convulsions of nature

VIII. Impact Damage : Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment

IX. Subsidence and Landslide including Rock slide
Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:

- (a) the 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
- (e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

X. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

XI. Missile Testing operations

XII. Leakage from Automatic Sprinkler Installations

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- XIII. Excluding loss, destruction or damage caused by
 i) Repairs or alterations to the buildings or premises.
 ii) Repairs, Removal or Extension of the Sprinkler Installation.
 iii) Defects in construction known to the insured.
- XIV. Bush Fire
 Excluding loss destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item than the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

Section IV: Structure & Content

b) Cover for Furniture, Fixture, Fittings and Contents- Standard Fire and Special Perils Cover including Burglary, Theft and Robbery cover

This Policy section includes business and trade furniture, fixtures, fittings including electrical installations, safes, office machinery and electrical and mechanical appliances, tools and instruments for business, interior decorations, improvement, landlords fixture and fittings, Chandeliers, sign boards and any other similar items related to the Insured's trade, belongings to the Insured's or for which the Insured is responsible, whilst stored or lying at the Insured premises subject to the limits as stated in the schedule.

This section insures against Loss or damage resulting directly from:

- I. Fire, excluding destruction or damage caused to the property insured by:
 - a) Its own fermentation, natural heating or spontaneous combustion
 - b) Its undergoing any heating or drying process
 - c) Burning of Property Insured by order of any Public Authority
- II. Lightning
- III. Explosion/Implosion
 Excluding loss, destruction of or damage to caused by boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus(in which steam is generated) or their contents resulting from their own explosion/implosion, caused by centrifugal forces.
- IV. Aircraft Damage
- V. 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:
 - a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority

- c. 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.
- d. 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 the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.
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 Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by
 - c) the Insured or any occupier of the premises or
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 - (f) the normal cracking, settlement or bedding down of new structures
 - (g) the settlement or movement of made up ground
 - (h) coastal or river erosion
 - (i) defective design or workmanship or use of defective materials
 - (j) demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- X. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- XI. Missile Testing operations
- XII. Leakage from Automatic Sprinkler Installations
- XIII. Excluding loss, destruction or damage caused by
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 Excluding loss destruction or damage caused by Forest Fire.

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Further this cover includes Burglary, Theft and robbery cover.

The company will indemnify the Insured for Claims made in respect of:

1. The loss of or damage to the Contents as stated in the schedule or any part thereof whilst contained in the

Insured Premises caused by actual or attempted Burglary, house breaking, and theft, Robbery and Hold up during the Policy Period

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2. Property Damage (including the reasonable costs incurred by the Insured for changing damaged locks at the

entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or

attempted Burglary during the Policy Period; For 1 and 2 The Company's maximum liability shall be the Limit of Indemnity or all that remains thereof.

3. In the event of an admitted Claim under 1 and/or 2, then the Company will also indemnify the Insured:

. 3.1 In respect of the reasonable costs incurred by the Insured immediately after the occurrence of an

insured event solely with the intention of minimising the quantum of a Claim to be made under this

Policy. The Company's maximum liability shall be upto 10% of limit of indemnity or all that remains thereof

subject to maximum of Rs 1 Lac each claim

3.2 In respect of the reasonable costs incurred by the Insured for restoring paper files, plans, records and

drawings, and restoring data (including computer software) stored electronically on the Insured's

computer system if such are used for the Insured's Business. The Company's maximum liability shall be Rs 10,000/- for each claim

3.3 In respect of the reasonable costs incurred by the Insured in clearing up the damage caused to the Insured

Premises, including the removal of any debris from the Insured Premises to the nearest waste disposal site;

The Company's maximum liability shall be up to 10% of the Limit of Indemnity or all that remains thereof, whichever is less subject to maximum of Rs.10,000/-.

3.4 In respect of the reasonable costs incurred by the Insured for replacing or restoring property (other than vehicles and Valuables) belonging to any Employee that was in the Insured Premises at the time of an insured event at the specific request of the Insured and stored by an Employee as required by the Insured.

The Company's maximum liability shall be up to Rs.5,000/- for each Claim.

Exclusion applicable for Burglary, Theft and Robbery cover:

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following.

1. Valuables and stock and stock in trade comprising of Jewellery, Gold or Silver Ornaments, Plates made of gold, silver or studded with precious stones, Pearls and Diamonds and Precious Stones, precious metals/articles of any sort or kind whatsoever and / or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which the Insured is responsible, curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument and cash and currency notes.

2. In which the Insured, any Employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated.

3. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

4. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.

5. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

6. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. Any consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.

8. Contents from any safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to the Insured unless such key has been obtained by Robbery.

9. Any motorised vehicle or trailer of any type or description.

10. Livestock.

11. Loss or damage to electronic equipment's (unless specifically insured), Stock and Stock in Trade and Cash and Currency Notes.

12. Cover for extension under Section IV 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.

Exclusion applicable for Section IV:

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

2. Loss, destruction or damage directly or indirectly caused to the Property Insured by

a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

3. Loss, destruction or damage caused to the Property Insured by pollution or contamination excluding

a) Pollution or contamination which itself results from a peril hereby insured against.

b) Any peril hereby insured against which itself results from pollution or contamination.

4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy

5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

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6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lighting included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.

7. Expenses necessarily incurred on Architects, Surveyors and Consulting Engineer's Fees and Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

9. Loss or damage by spoilage from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.

10. Loss or damage to Property Insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding a period of 60 days

11. Valuables and stock and stock in trade comprising of Jewellery, Gold or Silver Ornaments, Plates made of gold, silver or studded with precious stones, Pearls and Diamonds and Precious Stones, precious metals/articles of any sort or kind whatsoever, cash and currency notes and / or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which the Insured is responsible, curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

12. Loss or damage to electronic equipments (unless specifically insured), Stock and Stock in Trade and Cash and Currency Notes

13. 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.

General Conditions applicable for Burglary, Theft and Robbery cover:

1. Reasonable Precautions

The Insured shall:

- a) Take all reasonable steps to safeguard the Contents and the Insured Premises against any Insured event.
- b) Ensure that any security system or aid specified in the Proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition.
- c) Out of normal office or business hours, ensure that:
 - i. All means of entry to or exit from the Insured Premises have been properly secured, and
 - ii. All safety installations and aids (including but not limited to, any burglar alarm system) have been properly deployed, and

iii. Any security system or aid specified in the Proposal has been properly deployed, and

iv. The keys of or codes to any safe or strong room are removed from the Insured Premises unless such premises are occupied by the Insured or any authorized Employees of the Insured and if there are several keys and/or codes for one safe or strong room, that these are kept separately from each other.

2. Alteration of Risk

The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

- a) The Insured carries on any business at the Insured Premises other than the Business, and/or
- b) There is any material change in the facts and matters stated in the proposal, and/or
- c) The ownership of the Contents and/or the Insured Premises passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable, and/or
- d) If the Insured Premises are unused, and such suspension shall continue until such time as the Company has agreed to lift the suspension and the Insured has paid any additional premium that may be requested by the Company.

3. Condition of Average

If the property hereby insured shall at the time of any Claim be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item insured hereunder shall be separately subject to this condition.

Amended Condition of Average for Contents on First loss Basis:

It is hereby declared and agreed that this policy is issued as the First Loss Insurance up to _____% of the contents of the insured's Premises (100%) as limits in the schedule attached to and forming part of the policy.

It is further declared and agreed that in the event of the total value of risk at the time of loss being greater than the total value declared for purpose of this insurance and incorporated in the schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear a rateable share of the loss accordingly."

4. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:

- a. Maintenance of Key Clause
- b. Pair and Set Clause

Maintenance of Sum Insured:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

General conditions applicable for Section IV:

1. The cover under this Section shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. The cover under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. PROVIDED such a fall

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or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. On the happening of loss or damage to any of the property insured by this policy, the Company may

- a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) Sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

6. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any Fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

7. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company 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 nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

8. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

9. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same Property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

10. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.

11. At all times during the policy period of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of policy period for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on

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occurrence of the loss exercises his option not to reinstate the sum insured as above.

12. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clause:

a. Pair and Set Clause

General Conditions applicable for section IV :

It is hereby agreed and declared that Reinstatement Value Clause as stated below shall be applicable only to Structure/Building, Machinery and Furniture, Fixtures and Fittings. All other Contents shall be insured on Market Value Basis and in the event of a loss the basis of settlement shall also be on Market Value Basis.

1. Reinstatement Clause

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

i. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the

Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

ii. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

iii. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

iv. This Memorandum shall be without force or effect if

a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

2. Basis of Loss Settlement for Contents on Market Value Basis:

In the event of a loss the Company shall indemnify the Insured for the Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.

Depreciation of Charts for Contents:

Instrument/ Component	Depreciation Percentage
Up to 6 months	10%
Up to 1 Years	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%
Above 5 Years	75%

Section V: Fidelity

This policy Section insures against financial loss due to physical loss of Property Insured up to amount Specified in the Schedule resulting directly from one or more fraudulent or dishonest acts committed by Employee(s), third party agencies & their employees other than own employees acting alone or in collusion with others subject to such fraudulent acts being committed during the Policy Period specified in the Schedule provided that:

- a. Such loss is committed during the course of the Business, and
- b. Such loss is committed by the Employee with the primary intention to obtain personal Financial gain, and
- c. Such loss is first discovered during the Policy Period, and
- d. The Company's liability to indemnify is subject to the Deductible, the Employee Sum Insured and the Limit of Indemnity.

Property Insured shall mean Cash and Currency Notes and Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's Business.

Herein "Third party agencies " shall mean Duly Constituted Attorney, Consultant, Cutter, Broker, Agent, Gold Smith, Dealer, Job worker, Contractor, Sub-Contractor, Angadia and other such entities including the employees of the above.

Exclusions applicable for Section V Fidelity (Employees)

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 1. Any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise
- 2. Any legal liability of any kind.
- 3. Any fraudulent or dishonest act of an Employee not discovered within 12 months (subject to condition 2) of the date upon which such Employee ceased to be an employee of the Insured/engaged by the insured for any reason.

4. Any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter giving rise to a claim under this Policy.

5. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.

6. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:

- a) the Insured carries any business other than the Business as described in the Insured's proposal, and/or
- b) there is any material change in the facts and matters stated in the Insured's proposal, and/or
- c) the duties or terms of service of Employees differ from those described in the proposal, and/or
- d) the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal.

Special Conditions (Employees)

1. It is a condition precedent to the Company's Liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:

- a) Immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
- b) Take all reasonable steps to minimize the quantum of any claim that may be made and/or any further loss that might arise, and
- c) Immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and Within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- d) Expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.

2. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be. This clause will have no effect in the case of continuous renewal of the Policy.

3. If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other employees then the liability of the Company shall stand reduced in the same proportion as the number of Employees/Insured person's bears to the number of employees involved in causing the said loss.

4. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally

entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.

5. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

6. The insurance provided by this Policy shall be deemed cancelled in respect of any Employees :

- a) Immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
- b) Immediately upon the Company and/or the Insured giving written notice of the same.

Exclusions applicable for Section V Fidelity (Third party agencies)

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise.

2. Any legal liability of any kind.

3. Any fraudulent or dishonest act of an specified persons not discovered within sixty days (subject to condition 2) of the date upon which such specified persons ceased to be engaged by the insured for any reason.

4. Any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter giving rise to a claim under this Policy.

5. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.

6. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:

- i. the Insured carries on any business other than the Business not as described in the Insured's proposal, and/or
- ii. there is any material change in the facts and matters stated in the Insured's proposal, and/or
- iii. the duties or terms of service or purpose of engagement of specified persons differ from those described in the proposal, and/or
- iv. the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal.

Subject otherwise to the terms, conditions and exceptions of the policy.

Special Conditions applicable for Section V Fidelity (Third party agencies)

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Alternate no : 86552 22666 (chargeable)

E-mail : Customersupport@icicilombard.com

Website : www.icicilombard.com

1. It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:

a. Immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and

b. Take all reasonable steps to minimize the quantum of any claim that may be made and/or any further loss that might arise, and

c. Immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and

d. Within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and

e. Expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.

2. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within thirty days of the date of cancellation or expiry of the Policy Period, as the case may be. This clause will have no effect in the case of continuous renewal of the Policy.

3. If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an specified persons and other specified persons, then the liability of the Company shall stand reduced in the same proportion as the number of insured specified persons bears to the number of specified persons involved in causing the said loss.

4. Any monies which, but for the dishonest or fraudulent conduct of the specified persons concerned, would have been payable to such specified persons by the Insured and any monies of such specified persons with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.

5. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

6. The insurance provided by this Policy shall be deemed cancelled in respect of any specified persons :

i. Immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such specified persons; no cover shall be available hereunder in respect of any loss sustained in consequence

of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the specified persons concerned;

i. Immediately upon the Company and/or the Insured giving written notice of the same.

7. Claims Aggregation

All claims and losses resulting from one and the same fraudulent or dishonest act; or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event, shall be deemed to be one claim subject to a single Employee Sum Insured under this Policy.

Section VI: Exhibition/ Photo shoots/ Fashion shows

This policy section insures property and property in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business. This policy Section insures against All Risks of direct physical loss of or damage howsoever caused to property insured whilst in transit, from any insured premises and/or point of origin to the exhibition/ Photo shoots/ fashion shows site and vice versa and during display and overnight storage at the exhibition/ Photo shoots/ fashion shows site, within India or abroad as mentioned in the Policy Schedule. The Company's Liability under this Section for Any One Loss is restricted to the limit mentioned for this cover in the Schedule attached to the Policy or endorsed thereto, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this Policy.

It is also a condition of this Section, precedent to any recovery hereunder, that the Insured comply fully with all the following conditions where the Property of the Insured and/or that for which the Insured is responsible, shall:

1. Never be left unattended, for any reason whatsoever, whilst on display during Exhibition/ Photo shoots/ fashion shows hours.

2. At all times be kept in locked showcases with keys removed, whilst on display during Exhibition/ Photo shoots/ fashion shows hours, unless

being removed from or returned to showcases.

3. Be kept in a locked safe/vault or approved security room at all times when not being displayed against all risks of damage to property insured whilst in transit, from any insured premises and/or point of origin to the exhibition site/ Photo shoots/ fashion shows and vice versa and during display and overnight storage at the exhibition site / Photo shoots/ fashion, within India or abroad as mentioned in the Policy Schedule subject to the definitions, limitations, exclusions, terms, conditions and warranties of this Policy.

Exclusions applicable for section VI Exhibition/ Photo shoots/ Fashion shows:

1. This Section 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.

Special Conditions:

1. The Insurance cover under this Section shall only be valid and applicable during the period when the stock in trade has been removed for the purpose of exhibition only.

2. The Insured shall advise the Company their intention of sending the Property Insured for Exhibition/ Photo shoots/ fashion shows at least three days prior to the starting of each transit and declare the full details of items and their value to the

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Company. It is further agreed and declared that all sending's intended for exhibition/ Photo shoots/ fashion shows purpose shall be declared to the Insurer unless specifically revised and altered by the Insurer.

3. The Sum Insured under this section can be increased any time during the Policy Period by the Insured by payment of additional premium at the agreed rate for this section.

4. It is hereby agreed and declared that the Company shall not be liable for more than the number of exhibitions/ Photo shoots/ fashion shows mentioned in the schedule and the company's liability in respect of each exhibition/ Photo shoots/ fashion shows shall not exceed the limit per exhibition/ Photo shoots/ fashion shows mentioned in the Schedule and during the Policy Period the Sum Insured mentioned in the schedule.

5. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:
 a. Personal Conveyance Clause
 b. Hotel/Motel Clause
 c. Storage at Residence Clause
 d. Pair and Set Clause

Warranties applicable to Section VI Exhibition/ Photo shoots/ Fashion shows:

1. Warranted that all Intercity and International transits are by Air only unless specifically agreed by the Insurer.

2. Warranted that for Air transits, the Property Insured should be carried as cabin baggage when carried as accompanied baggage and should at all times be in the "Close Personal Custody and Control" of the carrying Insured or his employee.

3. Warranted that whilst in transit by road by private four wheeler vehicles the property shall be protected by armed guards unless specifically waived by the Insurer.

4. Warranted that the Insured shall maintain complete records of all the items insured and shall be available at any point along with their values before the inception of the Policy.

5. Warranted that in the event of the goods being sent by Courier and/or Logistics Company the Insured shall declare the full value (unless specifically agreed and revised by the Insurer) of the cargo to the Courier and/or Logistics Company. Further, in the event of a loss the Insured shall immediately lodge a claim on the Courier and/or Logistics Company and shall take all legal steps to recover the loss or damage from the Courier and/or Logistics Company.

Basis of Valuation:

The basis of valuation of property insured for the purpose of this insurance, unless otherwise agreed by the insurer shall be the Insured's Cost plus ten per cent thereof, but in case of diamonds where it is not possible to derive the cost it shall be Selling Price less ten per cent.

Maintenance of Sum Insured:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium

by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Section VII: Money

This policy section insures against robbery, theft or any other fortuitous event or loss of or damage to money whilst in transit between the specified locations by authorized employee of the insured (permanent or contractual) or any other person who are not in regular employment of the insured, but to whom such money is entrusted by the insured or money at safe/counter/ locker/till, as specified in the schedule subject to the definitions, limitations, exclusions, terms, conditions and warranties of this section.

Exclusions applicable to Section VII Money:

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business Interruption, market loss or otherwise and any other legal liability of any kind.

2. Loss of Money carried by anyone other than the Insured or an Employee unless specifically declared by the Insured and agreed by the Insurer.

3. Loss of Money where the Insured or his Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.

4. Money carried under contract of affreightment.

5. Loss of Money from an unattended vehicle.

6. Loss of Money in Transit being transported other than as stated in the proposal form or as otherwise agreed in writing by the Company.

7. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.

8. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.

9. Any personal or bodily or mental injury or suffering of any description.

10. Any loss not discovered within a period of 72 hours from its occurrence.

11. Shortage due to error or omission or not identifiable with a specific event.

12. Any loss or damage caused by Riot, Strike and Malicious Damage unless specifically Insured.

13. This Section 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.

Special Conditions:

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:

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- a) Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief.
- b) Immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company.
- c) Within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company.
- d) Expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
- e) Take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any Money lost.

2. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:

- a. Personal Conveyance Clause
- b. Hotel/Motel Clause
- c. Storage at Residence Clause

3. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the Money, any means by which the Money is In Transit, against any insured event.

Maintenance of Sum Insured:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Section VIII: Public Liability

The Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy.

Defence Costs

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any civil Inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy. Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and references to the male gender shall include references to the

female wherever the context so permits:

1. "Accident" or "Accidental" means a fortuitous event or circumstance which is sudden, unexpected and unintentional, and includes resultant continuous, intermittent or repeated exposure.
2. "Bodily Injury" means the death, physical bodily injury, sickness or disease of a third person.
3. "Claim" means the receipt by the Insured of any written notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured. All Claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing. The coverage for such Claims shall expire 3 years after the first Claim of such series has been notified to the Company.

5. "Damages" means monetary sums (including claimant's costs) payable pursuant to judgments or awards

and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.

6. "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy and which is also applicable against Defence Costs. The Company's liability to make any payment under this Policy is in excess of the Deductible.

6. "Defence Costs" means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.

7. "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's total liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.

8. "Period of Insurance" means the period between the retroactive date and the expiry date shown in the

Schedule, and if there is no retroactive date then shall mean the Policy Period.

9. "Policy Period" means the period between the effective date and the expiry date shown in the schedule.

10. "Pollution" means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

11. "Premises" means the place or places named in the Schedule from which the Insured's Business is conducted, and shall be deemed to include pipelines owned by the Insured that run outside

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of the Premises for discharging treated effluents to a disposal point situated within a distance of not more than one kilometre from the Premises.

12. "Product" means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the Insured to his employees as a staff benefit.

13. "Property Damage" means actual physical damage to tangible material property belonging to a third person.

Exclusions applicable to Section VIII Public Liability:

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any agreed assumption of risk by the insured, save to the extent that liability would have attached in the absence of such agreement.

2. Any Accident arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.

3. Any Bodily Injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such Bodily Injury was contracted and/or arose out of and in the course of his employment.

4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.

5. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs.

6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.

7. Any Claim directly or indirectly caused by or contributed to by:
 a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear Component thereof.

8. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:

- a) Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
- b) Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer
- c) Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein
- d) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of Parking

9. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.

10. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.

11. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for Claims arising out of Accidental damage to the Insured premises or the contents thereof that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.

12. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.

13. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.

14. Bodily Injury and/or Property Damage occurring prior to the retroactive date (if any) specified in the Schedule.

15. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.

16. Pollution of any kind.

17. Any Product.

18. Any Claim made, threatened or intimated against the Insured prior to the Period of Insurance.

19. Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim.

20. Liability more specifically insured elsewhere.

21. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal

22. Directly or indirectly arising out of, or in any way involving war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

23. This Section 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.

Special Conditions:

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Website : www.icicilombard.com

1. It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event within 7 days give the Company written notice, to the address specified in the Schedule for this purpose, of:

a) any claim made against the Insured during the Policy Period; and/or

b) any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a

Claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and

c) shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require.

Having taken over the defence of any claim, the Company may in its sole and absolute discretion relinquish the same.

2. The Company will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.

3. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the

Company to the Insured under this Policy in respect of that claim.

4. All amounts expended by the Company in the payment of any Claim or in Defence Costs will reduce the Limit of Indemnity.

5. If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited

Section IX: Employee's Compensation

If at any time during the Policy Period any Employee in the Insured's immediate service shall sustain personal injury by Accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Fatal Accident Act 1855, Employees Compensation Act 1923 or any amendment thereto or under Common Law and subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefor this

Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.

Exclusions applicable to Section IX Employee's Compensation

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any injury by Accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.

2. The Insured's liability to employees of contractors to the Insured.

3. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

4. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party

5. Any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under the Employee's Compensation Act 1923 or any amendment thereto

6. Occupational diseases listed in part 'C' Schedule III of Workmen Compensation Amendment Bill 1989, unless specifically requested by the Insured and covered by an endorsement of the policy.

7. Under any Law for medical expenses in connection with treatment of any injury sustained by an Employee

Special Conditions:

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

2. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.

3. No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

4. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each policy period. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and the

Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of such wages, salaries and other earnings paid during any policy period within one month from the expiry date of such policy period. If the

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amount so paid shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

Section X: All Risk

Electronic Equipment's including Computers, Fax Machine, CCTV or any other electronic equipment's including accessories only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, and UPS etc.

DAMAGE TO ELECTRONIC EQUIPMENT

The Company will indemnify the Insured against:

1. The repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to Electronic Equipment caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one item of Electronic Equipment in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

2. The repair or replacement costs incurred by the Insured in respect of the Accidental loss of or damage to

External Data Media and/or the costs of restoring information and data stored therein, provided that:

a) The maximum liability of the Company in respect of any one item of External Data Media in any one Policy Period shall not exceed the cost of replacing the damaged External Data Media with new External Data Media of the same type and quality; and

b) The maximum liability of the Company in respect of the restoration of information and data stored in the External Data Media shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and a backup system for the lost data and information; and

c) The Company shall not be liable to make payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a backup system for the lost data and information.

DAMAGE TO PORTABLE EQUIPMENTS

Portable Equipment includes Laptops, Mobile Phones, I- Pads, I Pods and any other portable equipment specifically

Insured. The Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to the Portable Equipments described in the Schedule and belonging to the Insured caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that it is in the personal care and custody of the insured and/or the Insured's employee and provided that the liability of the Company in respect of any one item of such property in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule

Exclusions applicable to Section X All Risk Electronic Equipments:

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by,

occasioned by, attributable to or howsoever connected to:

1. Any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;

2. Loss or Damage to Dish Antenna and all Portable Electronic Equipments including Laptops.

3. Loss or damage for which the manufacturer or supplier is responsible;

4. loss or damage caused to any item of Electronic Equipment or External Data Media older than 10 years from the date of manufacture;

5. Loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth vermin or insect;

6. Any costs incurred in connection with the maintenance of the Electronic Equipment or External Data Media or including parts replaced in the course of such maintenance operations;

7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;

8. Loss or damage caused by or arising out of the willful acts or willful gross negligence of the Insured and/or the Insured's employees;

9. The cost of transporting the Electronic Equipment or External Data Media and/or from the place of repair.

10. Loss of or damage to any Electronic Equipment or External Data Media by perils insurable under other Cover of this Policy;

11. Loss or damage to mobile phones or other similar communication devices

12. Any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of the information or discarding of data media and from loss of information caused by magnetic fields.

13. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise any other legal liability of any kind.

14. This Section 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.

Exclusions applicable to Section X All Risk Portable Equipments:

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Loss or damage to the property by or due to or arising from:

a. Defective workmanship material or design, wear and tear

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depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.

b. Manufacturing defects for which the manufacturer is responsible.

c. Mechanical and/or electrical breakdown and/or derangement, overloading or strain; overrunning excessive pressure, short circuiting and/or self-heating.

d. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or their agents.

e. Scratching and/or cracking and/or denting.

2. Consequential loss of whatsoever nature.

3. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any

Government of public or local authority.

4. Penalties of delay or detention or in connection with guarantees of performance or efficiency.

5. Theft, loss or damage during the hire or loan of the instrument to a third party.

6. Mysterious disappearance.

7. Loss or damage to any unattended item/equipment of the property insured as described in the Schedule.

8. Loss or damage due to theft or attempted theft by any Employee of the Insured or loss or damage occasioned through the willful act of the Insured or any Employee or the willful act of any other person with a connivance of the Insured or any Employee.

9. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.

10. Loss or damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.

11. Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

12. Any loss or damage to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.

13. Any loss or damage to portable equipments outside India unless specifically Insured.

14. Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.

15. This Section 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 .

SPECIAL CONDITIONS ELECTRONIC EQUIPMENTS

1. The Sum Insured in respect of each item of Electronic Equipment, External Data Media and Personal Computer must equal the cost of the replacement of the same with new property of the same kind and capacity. In the event of a loss, the basis of loss , the basis of loss settlement shall be as follows:

a) Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the

Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event

b) In the case of a total loss, the Company shall indemnify the Insured up to the sub-limit of the Sum Insured set against such item in the Schedule, subject to deducting proper depreciation from the replacement value of the item.

2. If the value of the Electronic Equipment/External Data Media/Portable Computer hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition

3. If, in the opinion of the Company, it is unnecessary to restore lost data or information and/or if the same has not been effected by the Insured within 7 days of the Accident causing the data or information to be lost, then the Company's liability to make payments shall be limited solely to the cost of repairing or replacing the damaged External Data Media.

4. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clause:

a. Pair and Set Clause

SPECIAL CONDITIONS PORTABLE EQUIPMENTS

1. At all times during the Policy Period, the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which, upon the settlement of any loss under this Policy, pro rata premium for the unexpired period from the date of such loss to the expiry of Policy Period for the amount of such loss shall be payable by the Insured to the Company. The additional premium referred above shall be deducted from the net claim payable under the Policy. This continuous cover to the full extent will be available not withstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro rata premium to be calculated from the date of loss till expiry of the Policy Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

2. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation

Depreciation of Charts for Contents:

Instrument/ Component	Depreciation Percentage
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Up to 6 months	10%
Up to 1 Years	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%

3. In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument/component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.

4. In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to:

i. the price quoted in the latest catalogue or price list issued by the makers or their agents in this country,

OR

ii. If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.

PLUS

The reasonable cost of fitting such parts.

5 "Police FIR mandatory in case of theft claim."

6. Condition of Average

If the Property covered hereby on all specified premises shall at the time of loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a retable share loss or damage accordingly.

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

BASIS OF CLAIM SETTLEMENT

If the insured equipment is Damaged, We will pay for expenses necessarily incurred to restore the damaged equipment to its former state of serviceability (Repair Basis) or pay the Market Value of the equipment if the cost of its repair exceeds or equals the Market Value of the equipment immediately before the Damage (Total Loss Basis)

Section XI: Fixed glass (Glass Breakage)

The Company will indemnify the Insured in respect of Fixed Glasses

and their related fittings at the Insured's premises related to the above trade, as specified in the schedule:

a. Any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and

b. The reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment of Rs.10,000/- for each and every claim.

Additionally, policy will also cover accidental Damage to the contents of Insured's premises caused by breakage of Glass or Sanitary Fittings up to a limit of as mentioned in Part I of the schedule

Exclusions applicable to Section XI Fixed Glass (Glass Breakage)

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any loss or damage that could have been insured against under a fire policy.

2. Cracked, scratched, or imperfect Plate Glass.

3. Any loss or damage caused willfully or knowingly by the Insured or his Employees, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.

4. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.

5. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.

6. During the course of any alteration, removal or repair to the Plate Glass.

7. This Section 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.

Special Conditions:

1. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.

2. If the Company opts to make payment to the Insured, then:

a) The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.

b) Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.

c) The Company's liability to make payment shall be up to the sub-limit of the Sum Insured as specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.

d) All Plate Glass in respect of which a claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

3. Condition of Average

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If the Property covered hereby on all specified premises shall at the time of loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share loss or damage accordingly.

Maintenance of Sum Insured:

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

ENDORSEMENT WORDINGS**Extension 1: Medical Expenses Re-imbursment for accidental injury arising during the Act of Piercing.**

Medical Expenses re-imbursment for accidental Injury arising during the Act of Piercing. In consideration of the payment of an additional premium, it is hereby agreed and declared that, notwithstanding anything written in policy contained to the contrary, the Policy shall extend to include any Medical Expenses Re-imbursment for Accidental Injury arising during the Act of Piercing by the Insured

Medical bills shall be produced at the time of claiming

The coverage under this endorsement is up to INR 50,000 unless any revision is agreed by Insurer

Extension 2: Terrorism Inclusion Clause

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. For the purpose of this endorsement 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), 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.

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 the company 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 the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Extension 3: Purchase Protection Cover

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the insured, coverage is extended to cover loss or accidental damage to jewellery purchased by customer within insured premises up to the limit as defined in part I of the schedule subject to general exclusions of this policy.

Extension 4: Personal Jewellery Extension

In consideration of the payment of an additional premium, it is hereby agreed and declared that, notwithstanding anything within written policy contained to the contrary, the Policy shall extend to include personal jewellery of an insured kept at premises or during transit up to a limit as mentioned in part I of the schedule subject to general exclusions of this policy.

Extension 5: Boiling and/or Casting/ Laser Machine Operations:

Attached to and forming part of Policy No:
Name of the Insured:

Notwithstanding anything herein contained to the contrary in this policy or in any of its conditions, it is hereby declared and agreed that at the request of the insured and in consideration of the payment of additional premium the policy is extended to cover loss or damage to any item of insured property under Section I against all risk of direct physical loss or damage to property insured whilst they are under the process of

(a) Boiling OR

(b) Boiling and or Casting and or undergoing Laser Machine Operation

as declared for insurance by the Insured Whilst such item of the insured property is kept in the equipment used for boiling purpose during business hours and or outside business hours and whilst undergoing the process of casting or laser machine operations inside the insured premises during business hours.

In consequence whereof, Exclusion No. (3) and Exclusion No.(16) under "General Exclusion Applicable to Section I, II and III" stands amended to read as under: (Applicable to Section I Only):

Amended Exclusion No 3:

In case cover against (a) Boiling is only declared for insurance by the Insured:

Excluding Loss of and/or damage to the property insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing or restoring or casting or laser machine operation and directly resulting there from, except whilst under any process of boiling within the Insured's Premises." In case cover against (b) Boiling and or Casting and or under going Laser Machine Operation is only declared for insurance by the Insured: Excluding Loss of and/or damage to the property insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing or restoring and directly resulting there from, except whilst under any process of boiling and or casting and or laser machine operation within the Insured's Premises."

Amended Exclusion No 16:

Loss or damage to property insured whilst undergoing Casting and Laser Machine Operations outside business hours.

Immediately upon the happening of any loss or damage, the Sum Insured under this extension shall be reduced by the amount of loss

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or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Exclusions:

1. Burning of property insured by order of any Public Authority.
2. Loss or damage to the insured property caused by Acts of Terrorism.
3. Any Loss or damage to the equipment in which the insured item is kept for boiling or casting purpose.

Attached to and forming part of Policy No:

Name of the Insured:

4. Loss or damage to the insured property caused by mysterious disappearance.
5. Loss or damage caused to the insured property by infidelity of the employee or any error or omission on part of the employee

Basis of Claims Settlement:

Landed cost of Raw Diamond Plus Reasonable Processing Charges incurred up to the point of boiling or casting or laser operations less any realizable salvage of the damaged property. Subject otherwise to the terms, conditions and exceptions of the policy.

Extension 6: Breakdown Cover:

The Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any insured property specified in the Schedule whilst in the premises therein mentioned necessitating its immediate repair or replacement.

EXCLUSIONS

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Deductible: 1 % of Sum Insured for each machine subject to a minimum of Rs. 2500/- to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and same occurrence, the Insured shall not, however, be called upon to bear more than the highest Deductible applicable to any one such item.

2. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including

extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors,

cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of

God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning,

excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

3. Loss damage and/or liability caused by or arising from or in consequence, directly of -

a) War, Invasion, Act of Foreign Enemy, Hostilities or war like operations (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organisation, Requisition or Destruction or damage by order of any Government de-jure or de facto or by any Public, Municipal or Local Authority.

- b) Nuclear reaction, nuclear radiation or radioactive contamination.

4. Accident, loss, damage and/or liability resulting from over load experiments or tests requiring the imposition of abnormal condition

5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.

6. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.

7. Loss, damage and/or liability caused by or arising out of the willful act to willful neglect or gross negligence of the Insured or his responsible representatives.

8. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

9. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.

10. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.

11. Loss, damage, and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc

12. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts.

13. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract

14. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

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Alternate no : 86552 22666 (chargeable)

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Website : www.icicilombard.com

SPECIAL CONDITIONS

The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one Policy Period the Sum Insured set against such in the attached Schedule, unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

Extension 7: CONSEQUENTIAL LOSS (FIRE) INSURANCE

Attached to and forming part of Policy No:
Name of the Insured:

In consideration of the insured named in the Schedule hereto having paid to the Company the premium mentioned in the Schedule, the Company agrees (subject to the Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Section IV covering the interest of the insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under Section IV & Extension under IV (Destruction of damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein provided that:

- 1) Such Damage is caused at any time after payment of the premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy.
- 2) At the time of the happening of the Damage there shall be in force coverage under Section IV & Extension under IV covering the interest of the insured in the property at the premises against such Damage and that payment shall have been made or liability admitted under Section IV & Extension under IV However, the Proviso shall not apply where payment is not made under Section IV & Extension under IV Policy, solely due to operation of a proviso under Section IV & Extension under IV excluding liability for losses below a specified amount.
- 3) The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum duly signed by or on behalf of the Company.

SCHEDULE

Agency

The Insured Policy No:

Issued at:
Date:

The Business:

The indemnity: The amount which the insured is entitled to recover under the provisions of the attached Specification which is declared to be incorporated in and to form part of the Schedule but not exceeding the total sum insured hereby.

Total Sum Insured:

Period of indemnity: ____ months

Period of Insurance: froma.m/p.m
of to midnight ofPERILS COVERED
PREMIUM

Statistical Code No:

In witness whereof the undersigned being duly authorized by and on behalf of the Companies has/have hereunto set his /their hand/s

(Name of the Insurance Company)

Duly Constituted Attorney (s)

CONDITIONS

1. The insurance by this Policy shall cease if:
 - a) The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued
or
 - b) the insured's interest ceases otherwise than by death
or
 - c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and/or deletion of existing blocks and/or premises during the currency of the Policy to enable the company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this Policy.

3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the insured shall
 - a) forthwith give notice thereof to the Company,

- b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.

- c) not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

- d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the Truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-

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compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

- (a) One year from the end of the period of indemnity or if later,
- (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.

5. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
- (b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power. In any action suit or other proceeding where the Company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by insured to the company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured, immediately on occurrence of the loss, exercises his option not to reinstate the Sum Insured as above.

ANNEXURE –B

Consequential Loss Insurance Specifications
 Specification A – Insurance on Gross Profit on Turnover Basis

Item No.

Sum Insured

1. On Gross Profit Rs.

2.
3.

Total Sum Insured Rs.

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a. IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b. IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage:

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

Definitions

GROSS PROFIT – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or

if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading

loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

INSURED STANDING CHARGES – (Appropriate list to be inserted).

TURNOVER – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

INDEMNITY PERIOD – The period beginning with the occurrence of the damage and ending not later than

RATE OF GROSS PROFIT :The rate of Gross Profit earned on the turnover during the financial year	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for
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immediately before the date of damage	variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL TURNOVER: The turnover during that period in the twelve months immediately before the date of damage	
STANDARD TURNOVER: The turnover during that period in the twelve months immediately before the date of the damage which corresponds with Indemnity Period	

Memo 1: If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Memo 2: If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Extension 8: Personal Accident

Scope of Cover

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) as defined in Schedule of the policy, 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 () under Policy Schedule. The cover is for 24 hours or as mentioned in Part 1 of the schedule and on a worldwide basis. The Company would be liable for the add-on coverages mentioned in Part I of the Policy only if the Insured purchases the same in terms of the policy

a. **Benefit: Insured Event - Death resulting from Accident**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Death benefit under 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.

b. **Benefit: 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 or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided 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:

1. Loss of Sight of both eyes, or Physical Separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of one entire hand or one entire foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
2. Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
3. The sight of one eye, or of the Physical Separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
4. Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
5. 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 a lump sum equal to hundred percent (100%) of Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

Benefit: Insured Event - Permanent Partial Disablement (PPD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Permanent Partial Benefit under the Schedule to this Policy as applicable to such Insured Person in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are irrecoverable losses and result in Loss of Use or Physical Separation which arises 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.

Losses covered	% of Sum insured
Loss of toes – all	20
Great both phalanges	5
Great - one phalanx	2
Other than great if more than one toe lost each	1
loss of hearing- both ears	75
loss of hearing- one ear	30
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb - both phalanges	25
one phalanx	10
Loss of Index finger - three phalanges	10
two phalanges	8
one phalanx	4
Loss of middle finger - three phalanges	6
two phalanges	4
one phalanx	2
Loss of ring finger - three phalanges	5
two phalanges	4
one phalanx	2
Loss of little finger - three phalanges	4
two phalanges	3
one phalanx	2
Loss of metacarpus	
- first or second (additional)	3
third, fourth or fifth (additional)	2
Any other permanent partial disablement	% as assessed by the Doctor

Exclusion for Extension 8 Personal Accident

The Company shall not be liable under this policy for:

- Compensation under more than one of the categories specified in the Benefit covers in respect of the same period of disablement of the Insured Person. However, amounts relating to extensions would be payable in addition, if applicable provided the extension is taken.
- Any other payment to the same person after a claim under one of the categories (a) and (b) as specified in the Benefit covers has been admitted and becomes payable. However, amounts relating to extension covers would be payable in addition, if applicable provided the extension is taken.
- Any payment in case of more than one claim in respect of such Insured Person, under this policy during any one policy period by which the sum payable as per the Benefit covers of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Policy applicable to such Insured Person. However, amounts relating to carriage of dead body would be payable in addition if applicable.
- Payment of compensation relating to medical expenses until an additional premium is paid for the same as mentioned in Part I Schedule to this policy.
- Payment of compensation in respect of death, injury or disablement 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 duly licensed standard type of aircraft anywhere in the world. 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 regular airline or whether such an aircraft has a single engine or multiengine; or Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or schedule Airlines;

- Payment of compensation in respect of death, injury or disablement of Insured Person (a) from Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing 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 is untrained, unless specifically covered under the policy (d) directly or indirectly caused by venereal disease or insanity; (e) arising or resulting from the Insured committing any breach of the law.
- Payment of compensation in respect of death, injury or disablement of the 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.
- Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.
 - Directly or indirectly caused by or contributed to by or arising from ionising 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 exception, combustion shall include any self-sustaining process of nuclear fission.
 - Directly or indirectly caused by or contributed to by or arising from nuclear weapon Materials.
- Payment of compensation in respect of Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.

Special Condition applicable to all the Exclusion: If the Company alleges that by reason of any of the above Exclusion i.e. any loss, damage, cost or expenses is not covered by this insurance, the onus of proving the contrary shall be upon the Insured.

Claim Process Extension 8 Personal Accident

The procedure of 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:

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- (a) The Insured shall give immediate notice thereof in writing to the Company.
- (b) The Insured shall deliver to the Company, within 14 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.
- (c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

Claim Documents

A) Mandatory Documents:

a) Death:

- i. Completely filled PA claim Form with Covering Letter from Employer where applicable
- ii. Attested Copy of FIR.
- iii. Attested Copy of PM Report.
- iv. Attested Death Certificate.
- v. Attested Spot Panchnama (In case of spot accidental death)
- vi. Attested Inquest panchnama (in case of spot accidental death where dead body shifted to hospital without informing to police - In case of panchayat).
- vii. Attested Railway Police Panchnama and attested Railway station master report (In case of railway Accident)
- viii. Certificate from State electricity board, Electricity Board's Panchnama (Optional) in case of Electrocutation
- ix. The Forensic Science Laboratory (FSL) Report (If recommended in PM Report) in case of SnakeBite/Poisonous Animal Bite

B. Permanent Total Disablement:

- i. Completely filled PA claim form with Covering Letter from Employer where applicable
- ii. Attested Copy of FIR. (If reported to police authority)
- iii. Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of the district / units concerned, stating percentage of disablement)
- iv. Reports like X-rays, etc essential for confirmation of the type and percentage of disability
- v. Letter from the Employer stating the Description of accident.
- vi. Colour photograph of the injured reflecting disability.
- vii. Original medical bills with prescriptions/treatment papers. (If medical benefits are covered)

C. Permanent Partial Disablement

- i. Completely filled PA claim Form with Covering Letter from Employer where applicable
- ii. Attested Copy of FIR. (If reported to police authority)
- iii. Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of the district / units concerned, stating percentage of disablement)

- iv. Reports like X-rays, etc essential for confirmation of the type and percentage of disability
- v. Letter from the Employer stating the Description of accident.
- vi. Colour photograph of the injured reflecting disability.
- vii. Original medical bills with prescriptions/treatment papers. (If medical expense is covered)

B) If claim payment needs to be on the name of the employee

- i) Indemnity cum Declaration Bond (Rs. 100 Bond Paper)
- ii) No Objection certificate from Insured

C) In case of un-named policy

Salary Certificate (Grade or category) from employer authority and Photo id proof

D) Additional Documents required for Payment of Claims:

- a) If payable to insured, following additional documents are required for all nature of loss
 - i. Payee name of the insured
 - ii. Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)
- b) If payable to injured, following additional documents are required for all claims other than death
 - i. Payee name of the injured
 - ii. No objection certificate from the insured that claim is paid in the name of injured
 - iii. Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)
 - iv. AML documents (PAN card/Photo ID, Address proof, and 2 colour photographs) in case of claim amount is more than Rs. 100,000.
- c) If payable to nominee, following additional documents for Death claims
 - i. Payee name of the nominee
 - ii. If the policy is employer employee relation based, then No Objection certificate is required from employer to process the claim in the name of nominee.
 - iii. Account details for Electronic funds transfer (EFT mandate form and cancelled cheque)
 - iv. AML documents (PAN card/Photo ID, Address proof, Relationship proof and 2 colour photographs) in case of payment to Nominee/Legal heir.
 - v. Legal Heir certificate/Consent letter from all nominees/legal heirs in case of more than 1 nominee/legal heir

In addition to above mentioned documents, additional supporting documents may be asked by the company or Third party administrator (TPA), on behalf of the Company, to investigate the Claim or the Company's obligation to make payment for it.

* Attestation should be from a gazette officer or notary.

7. Settlement/Rejection of Claim - The settlement of claims would be done by the Company within 30 days, after the receipt of last necessary documents. The claim shall be paid through Electronic Fund Transfer mode.

8. Limitation period

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In no case whatsoever shall the company be liable, for any expenses after the expiry of 30 days from the date of completion of treatment, 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.

Terms and Conditions for **Extension 8 Personal Accident**

- i. 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 for delay in intimation. 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.
Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based.
- ii. 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 so 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.
- iii. In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the Benefit covers in Part II of the Policy of this Policy.
- iv. Position after a claim:
 - a) In case of death or Permanent Total Disablement of the Insured (as specified in Benefit covers) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the Policy without any refund of the premium.
 - b) In case of Permanent Partial Disablement (as specified in Benefit covers) the Company shall reduce the sum insured in respect of person to whom such sum shall become payable, by the amount admissible under the claim.
- v. The Proposer or Insured shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons. The Proposer 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.
- vi. The scope of cover shall extend on a worldwide basis, and therefore the cause of action may arise in India or elsewhere.

The company shall not be liable in respect of:

1. First Rs. 10,000/- of each and every claim unless any revision is specifically mentioned in the schedule.
2. Loss of and/or damage to the property insured which may be sustained whilst the same is being actually worked upon from any process of cleaning, repairing or restoring and directly resulting there from.
3. Loss of and/or damage to the property hereby insured whilst the same is being worn or used by the insured or any principal director or partner of the insured, or their wives, members of their families, relatives or friends or whilst in their custody other than the business purpose unless specifically agreed
4. Loss of and/or damage to the property hereby insured whilst at any Public / Private Exhibition whether promoted or financially assisted by any Public Authority or by Trade Association or otherwise. This exclusion will not be applicable if coverage under section – VI is opted by the insured and agreed by the Company.
5. Theft or disappearance of property and currency hereby insured from road vehicles of every description owned or hired by or under the control of the insured and/or their partner, servants, agents or representatives where such vehicles are left unattended.
6. Loss or damage caused by or arising from depreciation, gradual deterioration, inherent vice, extremes of temperature, wear & tear, moth, vermin and mildew.
7. Loss or damage to any item of glass crockery, porcelain chinaware and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed
8. Loss or damage occasioned by theft or dishonesty or any attempt thereat committed by or where such loss or damage has been expedited or in any way sustained or brought about by: -
 - a. Any customer or broker or broker's customer, angadias or cutters or goldsmith in respect of the property hereby insured entrusted to them by the insured, his or their servants or agents unless specifically agreed
 - b. the insured's family members or directors
 - c. Employees of the insured. This exclusion will not be applicable if coverage under section – V is opted by the insured and agreed by the Company
9. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the government or any public or local authority
10. a. Loss or Damage occurring to the Property whilst in transit to or from any destination outside the Geographical Area.
11. Any loss following use of the key to the safe or any duplicate thereof belonging to the insured unless such key or duplicate key has been obtained by threat or by violence
12. Any consequential loss or damages including delay.
13. Damage to frames or framework of any description under section XI unless specifically agreed upon
14. Fixed glass Breakage or damage during removal, alterations and/or repairs on or about the premises where the glass is located. Applicable to section XI

General Exclusions:

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15. Shortage of any money due to error or omission
16. War and Civil War Exclusion Clause
 Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

17. Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this Policy, unless agreed in writing by the Company by way of an endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause also excludes 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 kind of Terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

18. Institute Extended Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- I. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- II. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- III. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- IV. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

19. Institute Chemicals Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith. In no case shall this Policy cover loss or damage or liability or expense directly or indirectly caused by or contributed to by or arising from:

- I. any chemical, bio-logical, bio-chemical or electromagnetic weapon; or
- II. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system

WARRANTIES:

1. It is warranted that where it is declared by the insured in the written proposal and declaration that the insured premises containing the property insured is fitted with a burglar alarm system or are secured by own / common watchman or protected by armed guards.

- a) The burglar alarm system shall be maintained in good order throughout the currency of this Insurance under a maintenance contract with the installing company or other approved security company unless any revision is specifically agreed by company.
- b) Such protections and/or safe guards which may be referred to in the written proposal and declarations as being in force shall not be withdrawn or varied to the detriment of the interest of the Insurer without their consent and immediate advice shall be given to Insurer of any notice of withdrawal of such protection.

2. Warranted that all property whilst at the premises specified in the schedule shall be secured in locked burglar proof safe at night and at all times out of their business hours unless any revision is specifically agreed by company.

3. Warranted that if property with any one person specified under section - II of the schedule exceeds Rs. 5 Lacs, it shall be secured under any in-built locker of a steel cupboard and if the amount of property exceeds Rs. 10 lacs, it shall be secured in a safe of standard make after business hours at all times unless any revision is specifically agreed by company.

CLAUSES:

- a. Personal Conveyance Clause: This clause only covers the Property in transit when in the "close personal custody and control" of an individual designated in this Policy. For the purposes of this clause "close personal custody and control" means that the Property insured shall be held by, or attached to, or within sight of the designated individual at all times whilst in transit, subject to the Hotel / Motel Clause as below. A negligent or voluntary relinquishment of "close personal custody and control", over the Property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage under this Policy, subject to the Hotel / Motel Clause. Losses due to the infidelity of the said individuals are excluded.
- b. Hotel / Motel Clause: In respect of stay risks, this Policy only covers the Property insured when in the hand or sight of the Insured and/or Insured's employee(s) and/or authorised representative(s) or when deposited in either Bank locker or in wooden /steel cupboard or in the safe of a Hotel or Motel and/or whilst in custody of Customs. For the purpose of this clause coverage in respect of a safe in a Hotel / Motel room will be operative when the room is occupied. Any loss from unattended Hotel / Motel rooms is excluded hereunder.
- c. Private Dwelling House Clause: It is agreed and understood that whenever the Insured and/or his representatives take any insured Property home, such Property has to remain locked in a steel safe at private dwelling house at all times.
- d. Jangad Slip Clause: Jangad/any other entrustment Slip should be pre-numbered serially and must be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy. The Jangad Slip should show the number, pieces of diamond/jewellery

delivered and the weight in carats. A separate register should also be maintained for entering the details of the Jangad Slip serially (Unless specifically waived by the Insurance Company).

- e. Pair or sets Clause: In the event of loss or damage to any article forming part of a pair or set, the Company shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of pair or set, but in any event the company's liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.
- f. Maintenance of Key Clause: The keys to the Insured's Premises and/or Safe shall not be left on the Insured's Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.
- g. Storage at Residence Clause: It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.

h. Agreed Bank Clause

To be incorporated in connection with relevant sections of coverage as may be required by the proposer.

All policies in which a Bank/Financial Institution has interest shall be issued in the name of

Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

It is hereby declared and agreed:-

- a) That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties.
- b) That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.
N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.
- e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the Insured

property by reason of operation of condition 3 of policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby Insured or any building in which the goods Insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risks first took place and

- f) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available.

Note: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

CONDITIONS PRECEDENT:

It is a condition precedent to the Company's liability under this Policy that:

1. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.
2. The Insured shall maintain and keep detailed records of all purchases, sales and other related transactions including purchases and sales invoices; customers goods and goods held in custody in the jewellery trade; stock away from the premises, which shall be listed separately;
3. All keys and duplicate keys capable of operating the alarm (if any) and all keys and duplicate keys of safes and strong rooms are removed from the premises when the said premises are left unattended.

CLAIM PROCESS

In the event of any loss of or damage to the property insured, which may give rise to a claim under this Policy, the Insured shall:-

- a) Report any loss or damage immediately to the police and any other appropriate law enforcement authorities.
- b) Give immediate notice to the Company.
- c) Protect the property from further loss or damage.

While intimating the claim, the insured shall be required to furnish all the requisite information, such as:

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- a) Name of the Insured
- b) The Insured's contact details
- c) Policy Number
- d) Date and Time of loss
- e) Location of Loss

In event of a claim arising under this Policy, the Insured shall arrange for submission of the following documents to the Company within 7 days of the occurrence of loss:

- a) Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
- b) Fire Brigade Report in case of Fire
- c) Police report (FIR) for Theft and Burglary Claims
- d) Police Final Investigation Report for Theft and Burglary Claims
- e) Bills and invoices, valuation reports etc required to support and substantiate the claim amount
- f) NEFT details & cancelled cheque
- g) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

No claim under this policy shall be payable unless the terms of this condition have been complied with subject to applicable law, rule, regulation or notification in this behalf, the company hereby reserves the right as provided hereafter

PART III OF SCHEDULE

Standard Terms and Conditions

1. In case of loss of or damage to property of others entrusted or delivered to the Insured for which claim is made hereunder.

(a) The Company shall have the right, at their sole option to adjust such loss or damage with:

- i) the owners of the property, or
- ii) the Insured, who will assume all responsibility to the owner of the property and release, in writing, the Company of all responsibility to the owner.

(b) The Insured agrees that:

(i) The signature of the owner of the property on a release or receipt as required by the Company in satisfaction of settlement by the Company shall fully satisfy any claim of the Insured for the loss of or damage to property of others;

(ii) Should the Insured receive payment from the Company for loss of or damage to property of others the Insured will release the Company of any responsibility to the owner of the property and hold the Company harmless from any claims brought by the owner.

(iii) The owners of such property are not insured or Insured's under this Insurance nor are they intended beneficiaries of this Insurance. This Insurance is only for the Insured's benefit and this Condition only refers to the Insured's risk for loss of or damage to property of others.

2. The Company shall not be bound by any assignment of this Insurance without prior consent.

3. No notice to, or knowledge possessed by any person or entity shall bind the Company or be held to affect a waiver or change in any part of this Insurance.

4. The Company will respond to any proof of loss submitted to them by the Insured within a reasonable period of time from the date of receipt at the Company offices, but in no event later than as required by law. The amount of any loss or damage for which the Company are liable shall be payable not later than 30 (thirty)

days after the Company have provided the Insured with acknowledgement in writing that the proof of loss is satisfactory and that the claim has been accepted by them. In no event shall any claim be payable hereunder unless or until the Insured has complied with all the terms, conditions and warranties of this Insurance.

5. In the event that any legal proceedings are taken to enforce a claim against the Insured in respect of any loss of or damage to the property of others which is insured under this Insurance, the Company reserves the right at their sole option, without expense to the Insured to conduct and control the defence on behalf of and in the name of the Insured. No such action of the Company shall increase the liability of the Company under this Insurance nor increase the limits of liability specified in the Schedule

6. This Insurance does not cover, except as to the Insured's legal liability, any claim for loss or damage which at the date and time of such loss or damage is insured or would but for the existence of this Insurance, be insured by any other existing policy or policies whether such insurance is in the name of the Insured or of any other party. However, should the claim for loss or damage have been payable under the terms of such other insurance in the absence of this Insurance, for an amount less than would have been recoverable under this Insurance, then subject to its limits, terms and conditions this Insurance will pay only that amount of the loss in excess of the loss that should have been payable under such other policy or policies except in case of personal accident section

7. In case of any damage of any kind whatsoever, it shall be lawful and necessary for the Insured, the Insured's factors, servants or assigns to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured or any part thereof without prejudice to this Insurance or waiver of the Insured's rights hereunder. No act or acts of the Insured, the Company or their representatives in recovering, saving or preserving the property insured in case of loss or damage shall be considered a waiver or an acceptance of abandonment. Any expenses so incurred shall be borne by the Insured and the Company in proportion to their respective interests.

8. No individual shall be a beneficiary under this Insurance, except insofar as the individual is an owner, director, officer or partner of the Insured named in the proposal form and while acting in a capacity as such.

9. This Insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

10. There shall be no abandonment of the property insured to the Company.

11. No constructive Notice

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

12. Notice of charge etc.

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

13. 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

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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.

14. In case of loss or damage it is understood and agreed that should the Insured acquire any right of action against any party for loss of or damage to the property insured, the Insured will assign and transfer such right of action to the Company and execute and deliver the customary form of subrogation agreement or loan receipt and will assign to and subrogate the Company to, or will hold in trust for the Company, all rights and demands of every kind, respecting the same, to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name at the expense of the Company. The Insured agrees to co-operate fully in the prosecution of any such suit and will appear in court or otherwise at the demand of the Company and at the Company's request appoint the Company as the Insured's attorney in fact for the purpose of pursuing any right of recovery.

15. In the event of any salvage, subrogation or other recovery on a loss that has been paid hereunder such salvage, subrogation or other recovery shall accrue entirely to the benefit of the Company until the sum paid by them has been fully recovered. Any sums recovered by the Company over and above the amounts paid hereunder shall be paid to the Insured as soon as practicable less the Insured's pro rata share of the cost of recovery until the Insured has been made whole.

16. Periods and End of Insurance

This Insurance may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short rate premium.

This Insurance may also be cancelled by the Company giving seven days' written notice to the Insured, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

Short Period Scale	
Days Up to	Percentage
7	10%
30	25%
60	35%
90	50%
120	60%
180	75%
240	85%
Exceeding 240	100%

Notice shall be deemed duly received in the course of post if sent by registered letter to the address listed in the schedule.

In the event that coverage hereunder includes Strikes, Riots and Civil Commotions such coverage shall be subject to 7

days notice of cancellation by Company and 48 hours' notice in respect of any sendings to / from the U.S.A.

17. Condition of Average

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the policy, shall be separately subject to this condition for the sections insured on Sum Insured basis.

18. Amended condition of average applicable only if waiver of under insurance up to 15% is Opted:

If the value of the Insured property hereby insured shall at the time of any insured event be collectively of great value the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear proportion of the loss or damage. Every item, if more than one, shall be separately subject to this special condition. However, if the Sum insured is at the time of an insured event not less than 85% of the collective value of the Insured property, this condition shall be of no purpose and effect. Subject otherwise to the terms, conditions and exceptions of the policy.

19. Basis of Valuation

For all items other than Stocks insured, the basis shall be the cost of acquisition of such items less depreciation, wear and tear or market value of such items (whichever is less) subject to Standard Terms and Conditions including Average, Indemnity, Subrogation, Contribution and always subject to the amount of Total Sum Insured or Sum Insured upon various description of property which has been lost or damaged.

20. Contribution

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the company shall not be liable for more than that rateable proposition of such loss or damage.

21. Subrogation

The Insured and any claimant under this policy shall at the expenses of the company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogated upon the company 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 the insured's indemnification by the company Unless specifically waived by the Insurance Company

22. Cancellation / Termination

The Company may at any time, cancel this Policy without assigning any reason, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also cancel the Policy at any time, in which case the

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Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company short period scales provided there is no claim under the Policy during the policy period.

Short Period Scale	
Days Up to	Percentage
7	10%
30	25%
60	35%
90	50%
120	60%
180	75%
240	85%
Exceeding 240	100%

23. 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. The venue for the Arbitration shall be Mumbai. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any amendments thereto).

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 with respect to quantum dispute that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

24. Jurisdiction Clause

This insurance shall be governed by the Indian Law and the Mumbai Court shall have jurisdiction in any dispute arising

There under. Geographical limit will be India unless otherwise specifically mentioned in the schedule.

25. Special Conditions:

Additional warranties, clauses and endorsements applicable to this Insurance are specified in the Part I of the Schedule and are attached to this Insurance and made a part thereof.

26. Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Company, which approval shall be evidenced by a written endorsement signed and stamped by Company. However, change or alteration with respect to increase/ decrease of the Annual Sum Insured shall be permissible only at the time of Renewal of the Policy.

26. Mid-term enhancement of the Sum Insured under the Policy

It is hereby agreed and declared that on payment of additional premium and specifically agreed by the company the Sum Insured under the various section of the policy can be enhanced mid-term by the Insured on pro rata basis

27. Mid-term inclusion of sections.

It is hereby agreed and declared that on payment of additional premium and specifically agreed by the company the section under the policy can be added mid-term by the Insured on pro rata basis

28. Renewal notice

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

29. Notices

Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:
 ICICI Lombard House,
 414, Veer Savarkar Marg,
 Near Siddhivinayak Temple, Prabahevi,
 Dadar, 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.

30. 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.

31. Communicable Disease Exclusion:

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.

As used herein, communicable disease means any infectious or contagious substance:

1. Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and

2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion, including but not limited to any closure by public or civil authorities, or any denial of access to Insured Premises, or Customer and or Supplier premises (including service / utility providers) hereunder.

For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.

32. Grievances

In case You are aggrieved in any way, You should do the following:

1. Call Us at toll free number: 1800 2666 or email us at customersupport@icicilombard.com

2. If You are not satisfied with the resolution then You may successively write to The Manager - Service Quality, at the following address:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House 414, Veer Savarkar Marg,

Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025.

3. If you are not satisfied with the resolution provided, you may approach us at the section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section).

4. If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:

Insurance Regulatory and Development Authority of India;

Grievance Call Centre (IGCC) Toll Free No:155255 Email ID: complaints@irda.gov.in.

You can also register Your complaint online at <http://www.igms.irda.gov.in>

You can also register Your complaint through fax/letter by submitting Your complaint to:

Consumer Affairs Department Insurance Regulatory and Development Authority of India;

Sy No. 115/1 Financial District Nanakramguda Gachibowli - 500032

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115

Mailing Address:

601 & 602, 6th Floor, Interface 16,
New Linking Road, Malad (West)
Mumbai - 400 064

CIN: L67200MH2000PLC129408

Registered Office Address:

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

UIN: IRDAN115RP0003V01202021

Toll free no : 1800 2666

Alternate no : 86552 22666 (chargeable)

E-mail : Customersupport@icicilombard.com

Website : www.icicilombard.com

<u>Office Details</u>	<u>Jurisdiction of Office</u> <u>Union Territory, District)</u>
<u>AHMEDABAD - Shri Kuldip Singh</u> <u>Office of the Insurance Ombudsman,</u> <u>Jeevan Prakash Building, 6th floor,</u> <u>Tilak Marg, Relief Road, Ahmedabad – 380 001.</u> <u>Tel.: 079 - 25501201/02/05/06</u> <u>Email: bimalokpal.ahmedabad@ecoi.co.in</u>	<u>Gujarat,</u> <u>Dadra & Nagar Haveli,</u> <u>Daman and Diu.</u>
<u>BENGALURU - Smt. Neerja Shah</u> <u>Office of the Insurance Ombudsman,</u> <u>Jeevan Soudha Building, PID No. 57-27-N-19</u> <u>Ground Floor, 19/19, 24th Main Road,</u> <u>JP Nagar, 1st Phase, Bengaluru – 560 078.</u> <u>Tel.: 080 - 26652048 / 26652049</u> <u>Email: bimalokpal.bengaluru@ecoi.co.in</u>	<u>Karnataka.</u>
<u>BHOPAL - Shri Guru Saran Shrivastava</u> <u>Office of the Insurance Ombudsman,</u> <u>Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,</u> <u>Opp. Airtel Office, Near New Market, Bhopal – 462 003.</u> <u>Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203</u> <u>Email: bimalokpal.bhopal@ecoi.co.in</u>	<u>Madhya Pradesh</u> <u>Chattisgarh.</u>
<u>BHUBANESHWAR - Shri Suresh Chandra Panda</u> <u>Office of the Insurance Ombudsman,</u> <u>62, Forest park, Bhubneshwar – 751 009.</u> <u>Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429</u> <u>Email: bimalokpal.bhubaneswar@ecoi.co.in</u>	<u>Orissa.</u>
<u>CHANDIGARH - Dr. Dinesh Kumar Verma</u> <u>Office of the Insurance Ombudsman,</u> <u>S.C.O. No. 101, 102 & 103, 2nd Floor,</u> <u>Batra Building, Sector 17 – D, Chandigarh – 160 017.</u> <u>Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274</u> <u>Email: bimalokpal.chandigarh@ecoi.co.in</u>	<u>Punjab,</u> <u>Haryana,</u> <u>Himachal Pradesh,</u> <u>Jammu & Kashmir,</u> <u>Chandigarh.</u>
<u>CHENNAI - Shri M. Vasantha Krishna</u> <u>Office of the Insurance Ombudsman,</u> <u>Fatima Akhtar Court, 4th Floor, 453,</u> <u>Anna Salai, Teynampet, CHENNAI – 600 018.</u> <u>Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664</u> <u>Email: bimalokpal.chennai@ecoi.co.in</u>	<u>Tamil Nadu,</u> <u>Pondicherry Town and</u> <u>Karaikal (which are part of Pondicherry).</u>
<u>DELHI - Shri Sudhir Krishna</u> <u>Office of the Insurance Ombudsman,</u> <u>2/2 A, Universal Insurance Building,</u> <u>Asaf Ali Road, New Delhi – 110 002.</u> <u>Tel.: 011 - 23232481/23213504</u> <u>Email: bimalokpal.delhi@ecoi.co.in</u>	<u>Delhi.</u>

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Toll free no : 1800 2666
Alternate no : 86552 22666 (chargeable)
E-mail : Customersupport@icicilombard.com
Website : www.icicilombard.com

<p><u>GUWAHATI - Shri Kiriti .B. Saha</u> <u>Office of the Insurance Ombudsman,</u> <u>Jeevan Nivesh, 5th Floor,</u> <u>Nr. Panbazar over bridge, S.S. Road,</u> <u>Guwahati – 781001(ASSAM).</u> <u>Tel.: 0361 - 2632204 / 2602205</u> <u>Email: bimalokpal.guwahati@ecoi.co.in</u></p>	<p><u>Assam,</u> <u>Meghalaya,</u> <u>Manipur,</u> <u>Mizoram,</u> <u>Arunachal Pradesh,</u> <u>Nagaland and Tripura.</u></p>
<p><u>HYDERABAD - Shri I. Suresh Babu</u> <u>Office of the Insurance Ombudsman,</u> <u>6-2-46, 1st floor, "Moin Court",</u> <u>Lane Opp. Saleem Function Palace,</u> <u>A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.</u> <u>Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599</u> <u>Email: bimalokpal.hyderabad@ecoi.co.in</u></p>	<p><u>Andhra Pradesh,</u> <u>Telangana,</u> <u>Yanam and</u> <u>part of Territory of Pondicherry.</u></p>
<p><u>JAIPUR - Smt. Sandhya Baliga</u> <u>Office of the Insurance Ombudsman,</u> <u>Jeevan Nidhi – II Bldg., Gr. Floor,</u> <u>Bhawani Singh Marg, Jaipur - 302 005.</u> <u>Tel.: 0141 - 2740363</u> <u>Email: Bimalokpal.jaipur@ecoi.co.in</u></p>	<p><u>Rajasthan.</u></p>
<p><u>ERNAKULAM - Ms. Poonam Bodra</u> <u>Office of the Insurance Ombudsman,</u> <u>2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard,</u> <u>M. G. Road, Ernakulam - 682 015.</u> <u>Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336</u> <u>Email: bimalokpal.ernakulam@ecoi.co.in</u></p>	<p><u>Kerala,</u> <u>Lakshadweep,</u> <u>Mahe-a part of Pondicherry.</u></p>
<p><u>KOLKATA - Shri P. K. Rath</u> <u>Office of the Insurance Ombudsman,</u> <u>Hindustan Bldg. Annexe, 4th Floor,</u> <u>4, C.R. Avenue, KOLKATA - 700 072.</u> <u>Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341</u> <u>Email: bimalokpal.kolkata@ecoi.co.in</u></p>	<p><u>West Bengal,</u> <u>Sikkim,</u> <u>Andaman & Nicobar Islands.</u></p>
<p><u>LUCKNOW -Shri Justice Anil Kumar Srivastava</u> <u>Office of the Insurance Ombudsman,</u> <u>6th Floor, Jeevan Bhawan, Phase-II,</u> <u>Nawal Kishore Road, Hazratganj,</u> <u>Lucknow - 226 001.</u> <u>Tel.: 0522 - 2231330 / 2231331</u> <u>Fax: 0522 - 2231310</u> <u>Email: bimalokpal.lucknow@ecoi.co.in</u></p>	<p><u>Districts of Uttar Pradesh :</u> <u>Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad,</u> <u>Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur,</u> <u>Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,</u> <u>Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi,</u> <u>Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang,</u> <u>Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau,</u> <u>Ghazipur, Chandauli, Ballia, Sidharathnagar.</u></p>

<p><u>MUMBAI - Shri Milind A. Kharat</u> <u>Office of the Insurance Ombudsman,</u> <u>3rd Floor, Jeevan Seva Annexe,</u> <u>S. V. Road, Santacruz (W), Mumbai - 400 054.</u> <u>Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052</u> <u>Email: bimalokpal.mumbai@ecoi.co.in</u></p>	<p><u>Goa,</u> <u>Mumbai Metropolitan Region</u> <u>excluding Navi Mumbai & Thane.</u></p>
<p><u>NOIDA - Shri Chandra Shekhar Prasad</u> <u>Office of the Insurance Ombudsman,</u> <u>Bhagwan Sahai Palace, 4th Floor, Main Road,</u> <u>Naya Bans, Sector 15, Distt: Gautam Buddha Nagar,</u> <u>U.P-201301.</u> <u>Tel.: 0120-2514250 / 2514252 / 2514253</u> <u>Email: bimalokpal.noida@ecoi.co.in</u></p>	<p><u>State of Uttaranchal and the following Districts of Uttar Pradesh:</u> <u>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,</u> <u>Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya,</u> <u>Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad,</u> <u>Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal,</u> <u>Amroha, Hathras, Kanshiramnagar, Saharanpur.</u></p>
<p><u>PATNA - Shri N. K. Singh</u> <u>Office of the Insurance Ombudsman,</u> <u>1st Floor, Kalpana Arcade Building,,</u> <u>Bazar Samiti Road, Bahadurpur, Patna 800 006.</u> <u>Tel.: 0612-2680952</u> <u>Email: bimalokpal.patna@ecoi.co.in</u></p>	<p><u>Bihar,</u> <u>Jharkhand.</u></p>
<p><u>PUNE - Shri Vinay Sah</u> <u>Office of the Insurance Ombudsman,</u> <u>Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198,</u> <u>N.C. Kelkar Road, Narayan Peth, Pune – 411 030.</u> <u>Tel.: 020-41312555</u> <u>Email: bimalokpal.pune@ecoi.co.in</u></p>	<p><u>Maharashtra,</u> <u>Area of Navi Mumbai and Thane</u> <u>excluding Mumbai Metropolitan Region.</u></p>
<p>The updated details of Insurance Ombudsman are also available on IRDA website: www.irdaindia.org, on the website of Executive Council of Insurers (ECOI): http://www.ecoi.co.in/ombudsman.html, Our website www.icicilombard.com or from any of Our offices</p>	

The details of Insurance Ombudsman are available below: