

GROUP BAGGAGE INSURANCE 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 hereinbelow, 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 Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

- Policy No.** _____ **Issued at** _____ **Stamp duty** _____
1. Name of the Insured _____
 2. Mailing Address of the Insured _____
 3. Policy Period: From _____ To midnight of _____
 4. Scope of cover

Benefit	Sum Insured per item of Baggage *	Sum Insured per Insured Person per Trip	Deductible	Total Sum Insured
Total loss of baggage				
Delay of baggage				

* Sum Insured per item of Baggage cannot exceed 10% of Sum Insured per Insured Person per Trip or Rs. 5000/-, whichever is higher.

5. Maximum Duration per Trip _____

6. Premium

Total premium (Rs.)

Less: Discount in lieu of Agency Commission

Net Premium (Rs.)

Add: Service Tax @5%

(Rs.)

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Total Premium Payable

(Rs.)

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7. Endorsements/Warranties/Extensions

8. Co-insurance (if any)

Name of the Insurer	Co-insurance percentage

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

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Authorised Signatory

Part II of the Schedule

1. Definitions

“Air Travel” means the act of boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

“Baggage” means personal goods belonging to the Insured Person or goods for which he or she is responsible and such goods are necessary for the purpose of the Trip and are taken by him or her on the Trip. For the purposes of this definition and Policy, goods or articles acquired by an Insured Person during the Trip shall form part of Baggage only upto a maximum value of 1% of Sum Insured per Insured Person per Trip, as specified in Part I of the Schedule hereto.

“Company” means the ICICI Lombard General Insurance Company Limited.

“Insured” means the entity / organization / association / trust whose name specifically appears as such in Part I of the Schedule to this Policy.

“Insured Person(s)” means and includes all permanent employees of the Insured.

“Total Sum Insured” means the maximum amount of coverage, as specified in Part I of the Schedule to this Policy, that the Insured is entitled to in respect of each benefit under this Policy. This is limited to a maximum of Rs 10 million for all the benefits put together, and cumulatively in respect of all the Insured Person(s).

“Sum Insured per Insured Person per Trip” means the maximum amount of coverage, as specified in Part I of the Schedule to this Policy, that each Insured Person is entitled to, for each Trip, in respect of each benefit under this Policy.

“The Sum Insured per item of Baggage” means the maximum amount of coverage, as specified in Part I of the Schedule to this Policy, that each Insured Person is entitled to in respect of each benefit under this Policy for each item of Baggage. This is limited to a maximum of 10% of the Sum Insured per Insured Person per Trip or Rs 5000, whichever is higher, in respect of all cumulative benefits under this Policy per item of Baggage.

“Trip” shall mean any journey undertaken by the Insured Person(s) for purposes of official or business-related visit, outside the city, town or municipal limit of place where such Insured Person resides or works at, within or outside the geographical limits of the Indian territory.

“Trip Duration” means the time period between the date the Insured Person(s) travel outside the city, town or municipal limit of place where such Insured Person resides or works at and the date the Insured Person(s) return to such place, both days inclusive and calculated according to Indian Standard Time (IST).

“Valuables” means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.

2. Scope of Cover

Benefit I: Total Loss of Baggage

The Company hereby agrees subject to the terms, condition and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured for the total loss or destruction of Baggage during a Trip due to fire, riot, strike, terrorist activity or theft, but not exceeding the Sum Insured for the benefit as mentioned in Part I of the Schedule hereto.

The deductible excess in respect of this benefit, if any, shall be of an amount as specified in Part I of the Schedule to this Policy.

Benefit II: Delay of Baggage

The Company hereby agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to compensate the Insured Person(s) for the temporary delay of Baggage, beyond a period of 12 hours, being transported during a Trip but not exceeding the Sum Insured for the benefit as mentioned in Part I of the Schedule hereto.

The deductible excess in respect of this benefit, if any, shall be of an amount as specified in Part I of the Schedule to this Policy.

3. Exclusions (Applicable to all benefits under the Policy):

The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured Person(s) in connection with or in respect of:

- (i) Loss of cash, including deeds, bonds, bills of exchange, promissory notes, stock or share certificates contained in the Baggage or being carried on the body of the Insured Person(s) or entrusted to any other person, due to error or mistake or otherwise howsoever.
- (ii) Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation of deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- (iii) Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance being used to carry such articles.
- (iv) Loss or damage caused by mechanical derangement to any electrical machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets, radio and television sets) or to any portion of electrical installation arising from or occasioned by over running, excessive pressure, short circuiting arising from self-heating or leakage of electricity from whatever cause including lightning.
- (v) Loss or damage caused by mechanical derangement, over-winding, denting or internal damage of watches and/or clocks

- (vi) Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
- (vii) Theft of Baggage from any car in which the Insured Person is travelling whilst on a Trip, except if such theft occurs from a fully enclosed saloon car having, at the time of occurrence, all the doors, windows and other openings securely locked and properly fastened.
- (viii) Loss of or damage to articles which did not form part of the Baggage when the Trip commenced, unless the loss of or damage to such articles is within a maximum limit of 1% of the Sum Insured per Insured Person per Trip.
- (ix) Loss or damage to manuscripts, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments unless specifically declared to, and accepted by, the Company.
- (x) Loss of articles such as walking sticks, umbrellas, sun shades, fans, deck chairs, property in use on the Trip, or articles whilst being worn on the Insured Person(s) or carried about with the Insured Person(s).
- (xi) Loss or damage, whether direct or indirect, arising from war, war like operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any Government or any other Authority.

NOTE: *In any action, suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is indeed covered shall be upon the Insured.*
- (xii) Any loss or damage arising through delay, detention or confiscation of Baggage by Customs or other Authorities.
- (xiii) Loss of or damage to any property whilst being conveyed by any carrier under a contract of affreightment.
- (xiv) Loss of or damage to articles of consumable or edible nature.
- (xv) (a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever.

(b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons material.
- (xvi) Damage or loss not reported to the police within 24 hours of discovery and a written report obtained in respect of the same.
- (xvii) Consequential loss or legal liability.
- (xviii) Loss of Baggage, occurring whilst in transit and reported to the Company within 48 hours of the occurrence, due to any of the perils stated in the scope of cover where the Insured or

the Insured Person(s) is involved, or suspected to be involved, as principal or accessory to a crime, except loss due to fraud or dishonesty of the concerned Insured Person.

- (xix) Loss or damage due to, or contributed to by, the Insured Person(s) having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily or unreasonably increased.
- (xx) Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of baggage has been procured and submitted to the Company
- (xxi) Any partial loss of the contents contained within the item(s) of Baggage.
- (xxii) Items contained within the Baggage, which are valued in excess of Rs.5000 without appropriate proof of ownership.
- (xxiii) Loss or damage occurring whilst the Insured Person(s) is on a personal trip and not in his/her official capacity.
- (xxiv) Loss or damage occurring to Baggage whilst in the possession of, or belonging to, dependants of the Insured Person(s).

4. Basis of assessment of claims

a) Loss of Baggage

The Company will reimburse the Insured Person(s) for the market value of Baggage in the event of total and complete loss of such Baggage caused by an insured event occurring.

'Market value' is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.

b) Delay of Baggage

The Company will pay for costs of necessary emergency purchases of essential items in the event of the Insured Person suffering a delay in his/ her Baggage while being transported during the Trip provided that i) the delay of Baggage is more than 12 hours from the scheduled arrival time at the destination and relates to delivery of Baggage that has been checked in by the carrier, ii) Insured Person gives the Company written proof of delay from the carrier and iii) the Insured Person gives Company the receipts of essential personal items the Insured Person needs to purchase.

Special Conditions:

1. In the event that claim(s) are submitted for total loss of Baggage as well as temporary loss/delay of Baggage, the higher of the claim(s) shall be payable by the Company in respect of the same item(s) of Baggage during any one period of insurance.
2. The claims reimbursed to the Insured Person(s) will be adjusted for any compensation the latter may have received from any carrier in connection with the loss or damage insured against.

5. Claim Procedure

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

- (a) The Insured Person(s) shall give immediate notice thereof in writing to Company as well as lodge a complaint with the police authorities. The Insured Person(s) must also notify the Railways, Steamship company, Airline, Hotel Proprietors or the Authority in whose care the Baggage was at the time of the happening of any loss or damage.
- (b) The Insured Person(s) shall deliver to the Company, within 14 days of the date on which the event shall have come to his/her knowledge, a detailed statement in writing, of the loss or damage with an estimate of the intrinsic value of the property lost and the amount of damage sustained.

6. Claim Documentation

The Insured Person(s) shall be required to furnish the following for or in support of a claim:

1. In case of loss of Baggage, a copy of the report made to the police authorities within 24 hours of the Insured Person becoming aware of the loss.
2. In case of loss of Baggage, a Property Irregularity Report or other report usually issued by the carriers in the event of loss of baggage.
3. Adequate proof of ownership of Baggage valued in excess of the Indian Rupee equivalent of \$ 100 for loss / delay of Baggage.
4. In case of delay in Baggage of more than 12 hours, written proof of delay from the carrier and receipts of the essential personal items the Insured Person(s) needs to purchase.
5. Any other document(s) that the Company requires from the Insured Person(s) to process the claim.

7. Terms and Conditions

1. **Reinstatement of Sum Insured:** 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, the pro-rata premium for the unexpired period from the date of such loss to the expiry of the period of insurance for the amount of such loss shall be payable by the Insured to the Company.

For sake of convenience and continuity, 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.

2. **Articles In Parts Or Sets:** Where any item insured hereunder consist of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part or such pair or set.
3. **Single Article Limit:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 10% of the total Sum Insured per item of Baggage.

GROUP BAGGAGE INSURANCE POLICY ENDORSEMENTS

GB1 Cash Benefit Endorsement

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything to the contrary contained in the within written policy, coverage under this policy is extended to include the loss of cash carried by the Insured Person(s).

'Cash' means money in coins/notes, bills of exchange, promissory note, bonds, deeds, stock or share certificates provided by the Insured for use by the Insured Person(s) in his/her official capacity during the period of the Trip

Special Conditions:

1. In the event of a claim, the Insured must provide proof that the cash lost was given to the Insured Person by the Insured for official use.
2. Loss of Instrument: In case of loss of instruments other than currency, the Insured and/or the Insured Person shall take all necessary steps to avoid any monetary loss and any reasonable expense incurred by the Insured and/or the Insured Person for prevention of such loss shall be reimbursed to the Insured.
3. Rights of recovery: The Company shall be entitled in the name of the Insured and/or the Insured Person to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering cash lost or of securing reimbursement in respect of cash lost and the Insured and/or the Insured Person shall provide all such assistance as may reasonably be required by the Company in connection with such proceeding. In the event of any or all of the cash being recovered by the Insured and/or the Insured Person, it shall be the Insured's and/or the Insured Person's imperative duty to refund to the Company such proportion of the sum remitted by way of compensation as the amount recovered bears to the total amount lost.
4. Position after a Claim: The Insured shall not be entitled to abandon any insured item/ property. As from the date of receipt of the claim amount by the Insured as determined by the Company to be fit and proper for the loss or damage in respect of claim made for loss of cash, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of such compensation. The Insured shall be entitled to reinstate the Sum Insured upon payment of additional premium.
5. Maintenance of records: The premium payable, in so far as it relates to cash, is to be regulated by the amount of such cash being carried by the Insured Person(s) during each period of insurance and for this purpose a proper record shall be kept in the books of the Insured which the Insured shall at all reasonable times allow the Company to inspect.
6. Downward revision of estimated premium: Within one month from the expiry of each period of insurance, the Insured shall furnish the Company with a correct account of the amount of all the cash carried on Trips during the period. In the event that the accounted amount is less than the estimated amount on which premium has been paid by the Insured, the difference in premium shall be refunded to the Insured, but in no case shall the refund be more than fifty percent (50%) of the premium stated in Part I of the Schedule and retention of premium by the Company shall not be less than the minimum of Rs 50/-.

It is further agreed that exclusion under Clause 3 (i) of Part II of the Schedule stands deleted.

Subject otherwise to the terms and conditions of this policy.

GB2 Personal Trip Benefit Endorsement

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything to the contrary contained in the within written policy, coverage under this policy is extended to include loss or damage to the Baggage of the Insured Person(s) during Personal Trips undertaken by the Insured Person(s) and his /her dependents.

'Personal Trips' are defined to mean any journey undertaken by the Insured Person and his/her dependents for purposes of visit, outside the city, town or municipal limit of place where the insured Person resides but within the geographical limits of the Indian territory.

It is further agreed that exclusion under Clause 3 (xxiii) of Part II of the Schedule stands deleted.

Subject otherwise to the terms and conditions of this policy.

GB3 Dependents Benefit Endorsement

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything to the contrary contained in the within written policy, coverage under this policy is extended to include the dependants of the Insured Person(s).

For the purposes of this coverage, 'dependants' are defined to include the spouse, dependent children below 21 years and dependent parents below 65 years, of the Insured Person.

It is further agreed that exclusion under Clause 3 (xxiv) of Part II of the Schedule stands deleted.

Subject otherwise to the terms and conditions of this policy.

GB4 Valuables Benefit Endorsement

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything to the contrary contained in the within written policy, coverage under this policy is extended to include total loss of valuables as part of Baggage of the Insured Person, provided that the nature and value of such valuables is declared to, and accepted by, the Company prior to the Trip.

It is further agreed that exclusion under Clause 3 (ix) of Part II of the Schedule stands deleted.

Subject otherwise to the terms and conditions of this policy.

PART III OF SCHEDULE

Standard Terms and Conditions

1. **Incontestability and Duty of Disclosure**

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

2. **Reasonable Care**

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

3. **Observance of terms and conditions**

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

4. **Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. **Records to be maintained**

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

6. **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.

7. **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.

8. **Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Bank Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

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

- (i) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

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

12. Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) 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
- (iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,

- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the 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. 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 requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

14. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. 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 and in any event not more than the sum Insured thereon.

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

16. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy 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 required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or

remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

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.

18. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

19. Fraudulent claims

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

20. Cancellation/termination

The Company may at any time, cancel this Policy, 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 give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

21. Cause of Action/ Currency for payments

No Claims shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

22. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

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. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

24. 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.

25. Notices

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

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

In case of the Company:

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

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.

26. 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.

27. Grievances

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