

**Annexure I**

**HEALTHCARE PLUS POLICY**

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 Sum Insured/ appropriate benefit will be paid by the Company.

**PART I OF THE SCHEDULE**

<b>Policy No.</b>	<b>Issued at</b>	<b>Stamp Duty</b>
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1. Name of the Proposer/Policyholder:
2. Mailing address of the Proposer/Policyholder:
3. Contact no. of the Proposer/Policyholder:
4. Email id of the Proposer/Policyholder:
5. Period of Insurance:
  - Start Date:
  - End Date:
6. Details of Previous Policy:
  - Insurance Company
  - Previous Policy No.
  - Previous Policy Period
  - Cover Period
  - Claims (if any)
7. Scope of cover: The Policy provides indemnification of the Medical Charges incurred during Hospitalization which are in excess of the Deductible amount, subject to the terms & conditions laid down in the Policy. The policy shall not respond to any Medical Charges that are incurred prior to or after the Hospitalization.

8. Details of the Insured under the Policy:

Name of the Insured						
Address for correspondence						

Relationship with the Policy holder						
Date of Birth MM/DD/YY						
Sex	<input type="checkbox"/> M / <input type="checkbox"/> F	<input type="checkbox"/> M / <input type="checkbox"/> F	<input type="checkbox"/> M / <input type="checkbox"/> F	<input type="checkbox"/> M / <input type="checkbox"/> F	<input type="checkbox"/> M / <input type="checkbox"/> F	<input type="checkbox"/> M / <input type="checkbox"/> F
Pre-existing Illness						
Annual Sum Insured						
Cumulative Bonus						
Deductible amount per claim						
<b>Total Premium (Rs.)</b>						

**9. Endorsements under the Policy:**

Endorsements under the policy		
No.	Endorsements	Yes/ No
(i)		
(ii)	HC 02A- Health Check Provision	
(iii)		
(iv)	HC 03-Maternity Cover without Pre/Post Natal Charges	
(v)		
(vi)	HC 05-Pre-existing Illness Coverage	
(vii)	HC 06-Premium Refunds for policies with tenure greater than 1 year	
(viii)		
(ix)		
(x)	HC 9- Premium Installment Clause	

10. Premium Details:

- Total premium:
- Add Service Tax & Education Cess, as applicable:
- Net Premium:

11. Third party Administrator (TPA) Details (if any):

- Name:
- Contact No:

**Special Conditions:**

- Any physical, medical condition or treatment or service which is additionally excluded under the Policy.

Name of the Insured	Date of Birth	Condition

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

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Authorised Signatory

**Premium Certificate for the purpose of Deduction u/s 80D of Income Tax Act, 1961 \***

**To  
-Name of Proposer/Policyholder-**

This is to certify that an amount of Rs \_\_\_\_ has been received by the Company towards premium for the Healthcare Plus Policy no: \_\_\_\_\_ issued to \_\_\_\_\_ for a period from \_\_\_\_\_ to \_\_\_\_\_

Date of Issue \_\_\_\_\_ For ICICI Lombard General Insurance Company Ltd

Place of Issue \_\_\_\_\_ Authorized Signatory

**\* Note**

- This is subject to the provisions of section 80D of Income Tax Act, 1961 and amendments made thereof.
- Details of the Policy as per the Part II and III of Schedule attached to this Policy.
- This certificate must be surrendered to the Company in case of cancellation of the Policy. In the event of incorrect representation of this declaration the liability shall be upon the Policyholder.
- In case you find any variations against your proposal or any discrepancy in the Policy please contact us immediately on the numbers available on our website [www.icicilombard.com](http://www.icicilombard.com).

You may also write to us at the following address:  
 ICICI Lombard General Insurance Company Limited  
 Zenith House  
 Keshav Rao Khadye Marg  
 Mahalaxmi  
 Mumbai 400 034.

## **PART II OF THE SCHEDULE**

### **1. DEFINITIONS**

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

**"Accident"** means an unexpected, unforeseen and undesirable event caused by external, violent and visible means, beyond the control of the Insured, resulting in Bodily Injury.

**"Bodily Injury"** means any visible physical bodily harm solely and directly caused by an Accident but does not include any Illness.

**"Chronic Illness"** means any Illness that is long-lasting and / or permanent. Long-lasting in relation to the above shall mean any illness lasting for more than 3 months.

**"Claim"** means a demand by the Insured per episode of Hospitalisation, defined by the date of admission and discharge, for payment of Medical Charges as covered under the Policy.

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

**"Deductible Amount"** means the amount as stated in Part I of the Schedule, which has to be borne by the Insured for every Claim before compensation under the Policy shall become payable. For the purpose of calculation of the Deductible Amount, the Medical Charges incurred during Hospitalization shall be considered and the Medical Charges incurred prior to or after the Hospitalization shall not be considered.

**"Hospital"** means any institution in India established for indoor care and treatment of Illness and injuries and which:

- (a) has been registered either as a Hospital or nursing home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner; and
- (b) complies with minimum criteria as under:-
  - i) it should have at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and in all other places 15 inpatient beds;
  - ii) fully equipped operation theatre of its own, wherever surgical operations are carried out;
  - iii) fully qualified nursing staff under its employment round the clock;
  - iv) fully qualified Medical Practitioner(s) should be in-charge round the clock; and
  - v) maintains daily medical records of each of its patients; and
- (c) by the nature of medical treatment, is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical

treatment and such medical treatment shall be performed by a registered and qualified Medical Practitioner.

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

**"Hospitalization"** shall mean admission in any Hospital as an in-patient upon the written advice of a Medical Practitioner for a minimum period of 24 consecutive hours except in case of Specified Treatment, where the admission in such Hospital may be for a period of less than 24 consecutive hours.

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

**"Insured"** means the Individual(s) whose name(s) are specifically appearing as such in Part I of the Schedule to this Policy.

**"Limit of Indemnity"** means the sum stated as Annual Sum Insured in Part I of the Schedule against the name of each Insured, which sum represents the Company's maximum liability, under the Policy, for any and in aggregate of all Claims for that Insured, regardless of the number of Claims made by that Insured or on his/her behalf during the Policy Year less the amount already claimed by the Insured from the Company under the Policy. However, the Limit of Indemnity will be reinstated to the extent any claim is rejected partly or wholly by the Company and there is no contingent or impending liability on the Company in respect of such Claim.

**"Medical Charges"** means the necessary, reasonable and customary charges incurred by the Insured for the medical treatment of the Illness or Bodily Injury and includes the costs of the stay in the Hospital, surgical treatment, treatment and care by medical staff, Medical Practitioner's fees, medicines and consumables including cost of pacemaker, artificial limbs, etc. or any expenses incurred on account of treatment by the Medical Practitioner.

**"Medical Practitioner"** means a person who holds a degree of a recognised institute and is registered or licensed by recognised medical council, if so required and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anaesthetist and surgeon but would exclude the Insured and members of his/ her immediate family. Immediate family would comprise of Insured's spouse, children, brother(s), sister(s) and parent(s).

**"Period of Insurance"** shall mean the period from commencement of insurance cover to the end of the insurance cover and specifically appearing as such in Part I of the Schedule to this Policy.

**"Policy"** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.

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

**“Pre-existing illness”** means any condition, ailment or injury or related condition(s) for which the Insured had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first Healthcare Plus policy with the Company.

**“Specified Treatment”** means any treatment or cure by a Medical Practitioner, for any one or more of the following Illnesses:

- Cataract
- Lithotripsy (Kidney stone removal)
- Tonsillectomy
- Eye Surgery
- Dialysis
- Dilatation & Curettage
- Chemotherapy
- Radiotherapy
- Coronary Angiography
- Cardiac catheterization

**“Annual Sum Insured”** means the maximum liability of the Company under the Policy for a Policy Year and as stated in Part I of the Schedule.

**“Third Party Administrator (TPA)”** means any person or entity that, for the time being, is licensed by the Insurance Regulatory and Development Authority as a TPA and is engaged for a fee or remuneration by the Company for the provision of health services under this Policy.

## **2.1 SCOPE OF THE COVER**

The Company will indemnify the Insured, subject always to the Limit of Indemnity and the Deductible amount, for the Medical Charges incurred by such Insured as an in-patient in a Hospital where the Hospitalization is for a minimum period of 24 consecutive hours, as a result of suffering Illness or Bodily Injury during the Period of Insurance, which on the written advice of a Medical Practitioner requires Hospitalization.

Notwithstanding anything contained herein, this Benefit shall not apply to any Medical Charges incurred by the Insured in any place or geographical area other than in India, unless otherwise agreed by the Company in writing by way of any Endorsement.

**The following charges shall be reimbursable under the policy:**

1. Room, boarding and nursing expenses as charged by the Hospital where the Insured availed medical treatment.
2. Intensive Care Unit (ICU) charges.
3. Surgeon, anaesthetist, Medical Practitioner, consultants, specialist fees.
4. Anaesthesia, blood, oxygen, operation theatre charges, surgical consumables, medicines and drugs, diagnostic materials and X-ray, dialysis, chemotherapy, radiotherapy, cost of pacemaker, cost of artificial limbs.

**2.2 EXCLUSIONS APPLICABLE TO POLICY**

The Company shall not be liable for the Deductible amount as specified in Part I of the Schedule.

The Company shall not be liable or make any payment for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- (i) Any Pre-existing illness - The claims arising on account of or in connection with any Pre-existing illness shall be excluded from the Scope of Cover.
- (ii) Any Illness contracted within 30 days of inception date of the Policy except those that are incurred as a result of Bodily Injury. This exclusion doesn't apply for subsequent renewals with the Company without a break.
- (iii) Expenses incurred on treatment of following diseases within the first two (2) years from the commencement of the first Healthcare Plus Policy with the Company, will not be payable:
  - Cataract
  - Benign prostatic hypertrophy
  - Myomectomy, endometriosis, hysterectomy unless because of malignancy
  - All types of hernia, hydrocele
  - Fissures &/or fistula in anus, haemorrhoids/piles
  - Arthritis, gout, rheumatism and spinal disorders
  - Joint replacements unless due to Accident
  - Sinusitis and related disorders
  - Stones in the urinary and biliary systems
  - Dilatation and curettage
  - All types of Skin and internal tumours/ cysts/nodules/ polyps of any kind including breast lumps unless malignant
  - Dialysis required for chronic renal failure
  - Surgery on tonsils, adenoids and sinuses
  - Gastric and Duodenal ulcers
  - Deviated nasal septum

In case the above Illnesses are not Pre-existing illnesses at the commencement of this Policy, then this exclusion shall cease to apply if the Insured has taken the Healthcare Plus Policy from the Company without a break, for a period of 2 consecutive years immediately preceding the Period of Insurance.

In case the above Illnesses are Pre-existing illnesses at the commencement of this Policy, then this exclusion shall cease to apply if the Insured has taken the Healthcare Plus Policy from the Company, without a break, for 4 consecutive years immediately preceding the Period of Insurance.

**(iv) PERMANENT EXCLUSIONS**

- (i) Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy in Part I of the Schedule under Special Conditions.
- (ii) Routine medical, eye and ear examinations, cost of spectacles, laser surgery for correction of refractory errors, contact lenses or hearing aids, vaccinations, issue of medical certificates and examinations as to suitability for employment or travel or any other such purpose.
- (iii) Congenital disease/ defects/ anomalies.
- (iv) Suicide or self-inflicted injury.
- (v) Alcohol or drug abuse.
- (vi) Treatment relating to birth defects.
- (vii) All dental treatment unless caused due to Accident.
- (viii) Treatment traceable to pregnancy and childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization. However, the exclusion do not apply to ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Medical Practitioner.
- (ix) Birth control procedures and hormone replacement therapy.
- (x) Prosthesis, corrective devices, durable medical equipments and items and medical appliances/apparatus/machines, which are not required intra-operatively or for the Illness for which the Insured required Hospitalisation.
- (xi) Cost of cochlear implant(s) unless necessitated by an Accident.
- (xii) Personal comfort and convenience items and services.
- (xiii) Any charge incurred prior to Hospitalisation or post Hospitalisation, including but not limited to, charges for nurses/attendants, etc.
- (xiv) Treatment of mental Illness, stress, psychiatric or psychological disorders.
- (xv) Aesthetic treatment, cosmetic surgery and plastic surgery including any complications arising out of or attributable to these, unless necessitated due to Accident or as a part of any Illness.
- (xvi) Any treatment/surgery for change of sex or treatment/surgery /complications/Illness arising as a consequence thereof.
- (xvii) Circumcision unless necessary for treatment of a disease or necessitated due to an Accident.
- (xviii) Vaccination and inoculation of any kind.
- (xix) Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex Syndrome (ARCS) and all diseases caused by and/ or related to the HIV.



- (xx) The performance of hazardous sports of any kind.
- (xxi) Treatment by a family member and self-medication or any treatment that is not scientifically recognized.
- (xxii) Any Injury/Illness sustained or contracted due to flying other than as a passenger on a scheduled regular carrier.
- (xxiii) Insured's involvement in any criminal act – whether intentional or otherwise.
- (xxiv) Any Injury/Illness sustained or contracted due to war invasion, act of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion martial law, loot, sack or pillage.
- (xxv) Any losses directly or indirectly due to contamination caused by any act of terrorism, regardless of any contributory causes (if the Company alleges that by reason of these exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.)
- (xxvi) Any Injury/Illness sustained or contracted due to nuclear weapons, materials ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (xxvii) Experimental and unproven treatment, any Illness or Injury caused by or a result or consequence of undergoing of any experimental or unproven treatment, diagnostic tests and treatment not consistent with or incidental to the usual diagnosis and treatment of any Illness or Injury for which Hospitalization is required.
- (xxviii) Costs of donor screening or treatment including surgery to remove organs from a donor in case of transplant surgery.
- (xxix) Non- allopathic treatment.
- (xxx) Treatment received outside the Geographical Scope of Cover mentioned in the Part I of the Policy.
- (xxxi) Any travel or transportation expenses including ambulance charges.
- (xxxii) Treatment taken from persons not registered as Medical Practitioners under respective medical councils.
- (xxxiii) Vitamins and tonics, treatment of obesity (including morbid obesity) and any other weight control programs, general debility, convalescence, run-down condition and rest cure.
- (xxxiv) Any treatment undertaken after the point at which it is certified by a Medical Practitioner that the condition is of such a nature that further medical treatment may serve to stabilize or maintain it but is unlikely to result in a material improvement within a reasonable time frame.
- (xxxv) Domiciliary treatment.
- (xxxvi) Any consequential or indirect loss or expenses arising out of or related to the Hospitalization.
- (xxxvii) Any treatment charges or fees charged by any Medical Practitioner acting outside the scope of licence or registration granted to him by any medical council.
- (xxxviii) Any treatment related to sleep disorder or sleep apnoea syndrome.

### **2.3 CASHLESS HOSPITALIZATION FACILITY**

The Company/TPA may provide a health card to the Insured under this Policy to avail of cashless hospitalization facility. The Insured can avail of cashless hospitalization facility under this Policy at the time of admission into any Hospital which has a tie-up with the TPA/ Company by production of this health card subject to the terms and conditions for the usage of the health card as communicated to the Insured by the TPA/Company.

Cashless hospitalization facility will not be available if treatment is taken in a Hospital where the TPA/Company does not have any tie-up to provide such facility. The TPA/ Company shall have the right to deny cashless hospitalization facility in case accurate and complete information is not forthcoming for the Illness or Bodily Injury for which cashless hospitalization facility is sought. It shall be at the sole discretion of the TPA / Company to provide this cashless hospitalization facility under the above mentioned circumstances as it so deems fit.

### **3. TERMS AND CONDITIONS APPLICABLE TO THE POLICY**

#### **3.1 WHEN AND HOW TO MAKE A CLAIM**

It is a condition precedent to the Company's liability that upon the discovery or happening of any Illness or Bodily Injury that may give rise to a Claim under this Policy, the Insured or (if the Insured is incapacitated or a minor, then his representative) shall undertake the following:

##### **3.1.1 CLAIM NOTIFICATION**

The Insured or his representative, as the case may be, shall give immediate notice to the appointed TPA or the Company (in case no TPA is appointed) by calling the toll free number as specified in the health card/ Policy provided to the Insured and also in writing at the address of the Company with particulars as below:

- Policy Number;
- Name of the Insured availing treatment;
- Policyholder's relation to the Insured;
- Nature of Illness or Bodily Injury;
- Name and address of the attending Medical Practitioner and the Hospital; and
- Any other information that may be relevant to the Illness/ Bodily Injury/ Hospitalisation.

The above information needs to be provided to the TPA/Company immediately and prior to availing treatment and in any case within 7 days from date of admission/date of availing treatment

##### **3.1.2 PRIOR AUTHORIZATION**

For cashless Hospitalization, the Insured must contact the TPA /Company at least 48 hours before a planned Hospitalization. In an emergency situation the TPA should be contacted within 24 hours of Hospitalization.

##### **3.1.3 CLAIM PROCESSING**

The TPA appointed by the Company will process the Claim on behalf of the Company and make all payments.<sup>1</sup>

The Policyholder or the Insured shall deliver, at their own costs, to the TPA/Company, within 90 days of the Insured's discharge from Hospital, any and all information and documentation in original concerning the Claim or the Company's liability for it, including but not limited to:

- Duly completed Claim form(s).
- Original bills, receipts and discharge certificate/card from the Hospital/Medical Practitioner.
- Original bills from chemists supported by proper prescription.
- Original investigation test reports and payment receipts.
- Indoor case papers
- Medical Practitioner's referral letter advising Hospitalization in non-Accident cases.
- Any other document as required by the Company/ TPA.

If so requested by the TPA/Company, the Insured will have to submit to a medical examination by the Company's or TPA's nominated Medical Practitioner as and when the TPA/Company considers reasonable and necessary. The cost of such examination shall be borne by the Company.

In the event of Insured's death, written notice accompanied by a copy of the post mortem report (if any) should be given to the Company within 14 days regardless of whether any prior notice has been given to the Company.

### **3.2 PAYMENT OF CLAIMS**

3.2.1 The Deductible amount shall be applicable to each and every Claim separately

3.2.2 No indemnity under this Policy is available if the period of Hospitalization is less than 24 hours except in the case of Specified Treatment.

## **4. GENERAL CONDITIONS APPLICABLE TO THE POLICY**

4.1 It is hereby declared and agreed that:

- a) Any notice or declaration for the attention of any Insured shall be deemed served if sent by the Company to the Policyholder at his/her address given in the Schedule.

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<sup>1</sup> If the company does in-house processing of claims or the policy is structured to pay for only re-imbursment claims, then reference to TPA shall be read as reference to the company and reference to cashless shall be replaced.

- b) Any payment due to any Insured under this Policy shall be paid by the Company to the Policyholder and the receipt by the Policyholder shall be complete discharge of the Company's liability against the Claim. The Company shall not be responsible for any liability arising out of the Policyholder's delay or default in making payment to any Insured. However, the Company reserves its right to pay the Claim directly to the Insured in whose respect the Claim has been lodged.

## **PART III OF THE SCHEDULE**

### **Standard Terms and Conditions**

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

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or devices being used by the Insured 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 fulfilment 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 in writing of any material change in the risk 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 medical records and shall allow the Company to inspect such record. The Insured shall furnish such information as the Company may require in relation to the Claim within reasonable time limit and within the time limit specified in the Policy.

#### **6. No constructive Notice**

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

#### **7. Notice of charge etc.**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any

compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

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

The terms and conditions contained herein and in Part II of the Schedule 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.

**9. 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) Assist and not hinder or prevent the Company or any of its agents from taking any reasonable steps in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.

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.

**10. 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.

**11. Fraudulent Claims**

If any Claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a Claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as

provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

## **12. Cancellation/ termination**

The Company may at any time cancel this Policy on grounds of fraud, misrepresentation, non-co-operation or moral hazard of the Insured, by giving 15 days notice in writing by registered post/acknowledgement due post to the Insured, at the last known address of the Insured, in which case the Company shall be liable to repay to the Insured, a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 15 days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales as mentioned herein below, provided that, no refund of premium shall be made if any Claim has been made under the Policy by or on behalf of the Insured.

PERIOD ON RISK	RATE OF PREMIUM REFUND
Up to 1 month	75% of annual rate
Up to 3 months	50% of annual rate
Up to 6 months	25% of annual rate
Exceeding six months	NIL

## **13. 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 I to the Schedule or Extensions to this Policy. All claims payable in India shall be in Indian Rupees only.

## **14. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Company to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

## **15. 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 herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

**16. Renewal notice:**

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

The Company shall not be bound to give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured. Nothing herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

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

The Company shall automatically renew the Policy annually for the period it has been issued for. However on expiry of the Policy after completing its entire auto renewal period the Company shall not be bound to give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured. Nothing herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

**17. 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

AND



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

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**18. 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.

**19. Grievances**

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

The detail of Insurance Ombudsman is available at IRDA website: [www.irdaindia.org](http://www.irdaindia.org), from the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in) or from the office of the Company.