

## COMPLETE HOME PROTECT POLICY

### Part II - POLICY WORDINGS

The Coverage under the policy has been divided under following sections. Section 1 ICICI Bharat Griha Raksha is mandatory and at least one other section is required to be opted for this policy. However under section 1, you can opt for either Cover 1(a) or 1(b) or both together.

| Sr. No.    | Interest covered  |
|------------|---|
| Section 1  | ICICI Bharat Griha Raksha                               |
| 1 (a)      | Home Buildings Cover                                    |
| 1(b)       | Home Contents Cover                                     |
| Section 2  | Additional Living Expenses                              |
| Section 3  | Mechanical and/or Electrical Breakdown                  |
| Section 4  | Garden Cover  |
| Section 5  | Home Contents- All Risk Cover                           |
| Section 6  | Loss of Contents whilst in Transit                      |
| Section 7  | Loss of Cash whilst in Transit                          |
| Section 8  | Cover for Specified Articles (As per list given by You) |
| Section 9  | Personal Liability                                      |
| Section 10 | Theft cover for Valuables (as per list given by You)    |

Definitions applicable to this policy:

| Word /s                     | Specific meaning  |
|-----------------------------|---|
| <b>Bank</b>                 | A bank or any financial institution   |
| <b>Carpet Area</b>          | <p>1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</p> <p>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</p> <p>3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</p>   |
| <b>Commencement Date</b>    | It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.  |
| <b>Cost of Construction</b> | <p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p>a. <b>For residential structure of Your Home including Fittings and Fixtures:</b> Carpet Area of the structure in square meters X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p>b. <b>For additional structures :</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p> |
| <b>Endorsement</b>          | A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.   |
| <b>Home Contents</b>        | Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.   |
| <b>General Contents</b>     | <b>General Contents</b> are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.  |
| <b>Valuable Contents</b>    | <b>Valuable Contents</b> of Your Home consist of items such as jewellery, silverware, paintings, works of art,  |
| <b>Insured</b>              | The Person/s who has/have purchased Insurance Cover under this Policy.  |
| <b>Insured Property</b>     | Your Home Building and Home Contents, or any item of property   |
| <b>Kutcha Construction</b>  | Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.   |
| <b>Policy Period</b>        | Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this Policy, whichever is earlier.  |
| <b>Policy Schedule</b>      | The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A(3)</b> of this Policy.  |
| <b>Premium</b>              | The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.  |
| <b>Pucca Construction</b>   | Construction other than Kutcha Construction.  |

|                             |  |  |
|-----------------------------|--|--|
| <b>Spouse</b>               | Your wife or husband.  |  |
| <b>Sum Insured</b>          | The amount shown as Sum Insured in the Policy Schedule and as described in <b>Clause C (4)</b> and <b>Clause D (2)</b> of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.    |  |
| <b>Total Loss</b>           | A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.                           |  |
| <b>We, Us, Our, Insurer</b> | The ICICI Lombard General Insurance Company that has provided Insurance Cover under this Policy; of the Company.   |  |
| <b>You, Your, Insured</b>   | The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.   |  |
| <b>Your Home Building</b>   | <b>Your Home Building</b> is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per <b>Clause C (2)</b> of this Policy. |  |
| <b>Accident</b>             | Accident means a sudden, unforeseen, and unexpected physical event caused by external, violent and visible means.  |  |
| <b>Market Value</b>         | Market Value will be the new replacement value of a similar item less depreciation. Provided that in respect of under mentioned items, the market value will be arrived at on the basis given below:                             |  |
|                             | <b>Sr. No.</b>   | <b>Item</b>  |
|                             | 1.   | Domestic appliances and electronic items like refrigerator, washing machine, microwave oven, TV, cassette recorders, audio systems, VCR, VCD, DVD etc. |
|                             | 2.   | Personal computer and related accessories  |

### Section 1: ICICI Bharat Griha Raksha

You chose this **ICICI Bharat Griha Raksha** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

#### Clause A. This Policy and the Insurance Contract

- Your Policy:** This **ICICI Bharat Griha Raksha** Policy is a contract between You and Us as stated in the following:
    - This Policy document,
    - The Policy Schedule attached to this Policy document,
    - Any Endorsement attached to and forming part of this Policy document,
    - Any Add-on to this Policy that You may have purchased from Us,
    - The proposals and all declarations made by You or on Your behalf.
  - To whom this Policy is issued and what it covers:
    - This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
    - If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
    - If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
  - The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:
    - Your personal details,
    - the Policy Period,
    - the description of Your Insured Property,
    - the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
    - the insurance covers You have purchased,
    - the premium You have paid for these insurance covers,
    - add-on covers opted by You,
    - other important and relevant aspects and information.
  - Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.
- These words with special meaning are stated in the Policy with the first letter in capitals.

| Word/s      | Specific meaning                    |
|-------------|-------------------------------------|
| <b>Bank</b> | A bank or any financial institution |

|                      |   |
|----------------------|---|
| Carpet Area          | 4. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;<br>5. for any enclosed structure on the same site, it is the net usable floor area of such structure; and<br>6. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.  |
| Commencement Date    | It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.  |
| Cost of Construction | <p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <ul style="list-style-type: none"> <li>c. <b>For residential structure of Your Home including Fittings and Fixtures:</b> Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</li> <li>d. <b>For additional structures:</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</li> </ul> |
| Endorsement          | A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.   |
| Home Contents        | Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.   |

Definitions applicable to this policy:

| Word/s              | Specific meaning  |
|---------------------|---|
| General Contents    | General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.                             |
| Valuable Contents   | Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.  |
| Insured             | The Person/s who has/have purchased Insurance Cover under this Policy.  |
| Insured Property    | Your Home Building and Home Contents, or any item of property covered by this Policy.   |
| Kutcha Construction | Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.   |
| Policy Period       | Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier. |
| Policy Schedule     | The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.  |
| Premium             | The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.  |
| Pucca Construction  | Construction other than Kutcha Construction.  |
| Spouse              | Your wife or husband.   |
| Sum Insured         | The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.   |
| Total Loss          | A situation where the Insured Property or item is completely destroyed, lost or damaged beyond  |

Definitions applicable to this policy:

| Word/s               | Specific meaning   |
|----------------------|--|
|                      | retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.          |
| We, Us, Our, Insurer | The ICICI Lombard General Insurance Company that has provided Insurance Cover under this Policy; of the Company. |

|                    |   |
|--------------------|---|
| You, Your, Insured | The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.  |
| Your Home Building | <b>Your Home Building</b> is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy. |

#### Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

|     | Column A  | Column B   |
|-----|---|--|
|     | <b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by   | <b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property   |
| 1.  | Fire  | caused by burning of Insured Property by order of any Public Authority.  |
| 2.  | Explosion or Implosion  | -  |
| 3.  | Lightning   | -  |
| 4.  | Earthquake, volcanic eruption, or other convulsions of nature   | -  |
| 5.  | Storm, Cyclone, Typhoon, Tempest, Hurricane,  | -  |
|     | Column A  | Column B   |
|     | <b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by   | <b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property   |
| 6.  | Subsidence of the land on which Your Home Building stands, Landslide, Rockslide   | caused by<br>a. normal cracking, settlement or bedding down of new structures,<br>b. the settlement or movement of made up ground,<br>c. coastal or river erosion,<br>d. defective design or workmanship or use of defective materials, or<br>e. demolition, construction, structural alterations or repair of any property, or ground works or excavations. |
| 7.  | Bush fire, Forest fire, Jungle fire   | -  |
| 8.  | Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.) | caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.   |
| 9.  | Missile testing operations  | -  |
| 10. | Riot, Strikes, Malicious Damages  | caused by<br>a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority,<br>or<br>b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.  |
| 11. | Acts of terrorism (Coverage as per Terrorism Clause attached)   | Exclusions and Excess as per Terrorism Clause attached.  |
|     | Column A  | Column B   |
|     | <b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by   | <b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property   |
| 12. | Bursting or overflowing of water tanks, apparatus and pipes.  | -  |
| 13. | Leakage from automatic sprinkler installations.   | a. repairs or alterations in Your Home or the building in which Your Home is located,<br>b. repairs, removal or extension of any sprinkler installation, or<br>c. defects in the construction known to You.  |
| 14. | Theft within 7 (seven )days from the occurrence of and proximately caused by any of the above Insured Events.   | if it is<br>a. of any article or thing outside Your Home, or<br>b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.   |

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### Clause C: Home Building Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

#### 2. Your Home Building

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

#### b. Your Home Building includes

- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
  - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
  - b) compound walls, fences, gates, retaining walls and internal roads,
  - c) verandah or porch and the like,
  - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- iii. any other structure shown in the Policy Schedule.

- c. Your Home Building does not include Contents of Your Home.

#### 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must

pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
  - b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
  - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
  - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
  - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
  - f. In addition to what Clause C (5) (c) of this Policy provides for, We will pay You the following expenses:
    - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
    - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
6. **Loss of Rent and Rent for Alternative Accommodation:** In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

### Clause D: Home Contents Cover

#### 1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in Clause B of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

#### 2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ? 10 Lakh (Rupees Ten Lakh) provided You have opted

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for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.

- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause E (1) (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### 3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

## Clause E: Additional Covers

### 1. Optional Covers:

#### a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

#### b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

### 2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

## Clause F. Exclusions (What We do not cover) for all covers under this policy

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.

## Clause G. Conditions

### (I) Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

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2. **Obligation to take care :** You must:
  - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
3. **Inform change in circumstances :** You must inform Us immediately if
  - a. You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,
  - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - d. You change the use of Your Home Building.
4. **Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
5. **Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

### (II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non- disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

### (III) Cancellation and Termination of Policy

#### 1. Cancellation by You at any Time

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the policy, We will refund premium as follows:

| Time for which Policy in force      | Refund of premium                 |
|-------------------------------------|-----------------------------------|
| Period for which policy is in force | Policy Premium - (Pro-Rata + 10%) |

#### 2. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the unexpired policy years after grossing up the premium paid by You towards long term discount, if any.

#### 3. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. **Change of use of Your Home Building or Home Contents:** The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

#### e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

### (IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that You must do, and that You must not do. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

#### 1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

## COMPLETE HOME PROTECT POLICY

### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

### 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide / rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### 4. Submit claim

#### a. Claim form:

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction / replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

### 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim , or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,

We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and

- ii. We can also inform the police, and start legal proceedings against You.

### 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

### 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

### Clause H. Changes to covers

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

### Clause I. Waiver of Underinsurance

Underinsurance does not apply to the ICICI Bharat Griha Raksha Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### Clause J. Other Details

#### 1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

## COMPLETE HOME PROTECT POLICY

### 2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website:

### 3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

### 4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### Clause K. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

#### Address: Grievance Redressal Officer

ICICI Lombard General Insurance Company Limited ICICI Lombard House, 414, Veer Savarkar Marg, Near SiddhiVinayak Temple, Prabhadevi, Mumbai 400025 Email: [customersupport@icilombard.com](mailto:customersupport@icilombard.com).

**Customer Service: 18002666**

#### 2. Consumer Affairs Department of IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

#### 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The details of Insurance Ombudsman are available below:-

| Office of the Insurance Ombudsman  | Areas of Jurisdiction   |
|--|---|
| <b>AHMEDABAD</b> Shri Kuldip Singh<br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th Floor, Tilak Marg,<br>Relief Road, Ahmedabad - 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>   | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu.   |
| <b>BENGALURU</b> - Mr. Vipin Anand<br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase, Bengaluru - 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>          | Karnataka   |
| <b>BHOPAL</b> – Shri R. M. Singh<br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market, Bhopal - 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>             | Madhya Pradesh and Chattisgarh.   |
| <b>BHUBANESHWAR</b> – Shri Suresh Chandra Panda,<br>Office of the Insurance Ombudsman,<br>62, Forest Park, Bhubneshwar - 751 009.<br>Tel.: 0674 - 2596461 / 2596455<br>Fax: 0674 - 2596429<br>Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>  | Orissa.   |
| <b>CHANDIGARH</b> – Mr. Atul Jerath,<br>Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 - D,<br>Chandigarh - 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>               | Punjab, Haryana (excluding Gurugram,<br>Faridabad, Sonipat and Bahadurgarh)<br>Himachal Pradesh, Union Territories of<br>Jammu & Kashmir,<br>Ladakh & Chandigarh. |
| <b>CHENNAI</b> – Shri Segar Sampathkumar,<br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet, CHENNAI - 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>                              | Tamil Nadu, Tamil Nadu ,<br>PuducherryTown and<br>Karaikal (which are part of Puducherry).  |
| <b>DELHI</b> – Shri Sudhir Krishna<br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi - 110 002.<br>Tel.: 011 - 23232481/23213504<br>Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>   | Delhi & Following Districts of Haryana -<br>Gurugram, Faridabad, Sonipat &<br>Bahadurgarh.  |
| <b>GUWAHATI</b> - Shri G Radhakrishnan<br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S. S. Road,<br>Guwahati - 781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>   | Assam, Meghalaya, Manipur, Mizoram,<br>Arunachal Pradesh, Nagaland and<br>Tripura.  |
| <b>HYDERABAD</b> -Shri N Sankaran<br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Fax: 040 - 23376599<br>Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a> | Andhra Pradesh, Telangana, Yanam and<br>part of Union Territory of Puducherry.  |

**COMPLETE HOME PROTECT POLICY**

The details of Insurance Ombudsman are available below:-

| Office of the Insurance Ombudsman  | Areas of Jurisdiction  | Office of the Insurance Ombudsman  | Areas of Jurisdiction   |
|--|--|--|---|
| <b>JAIPUR - Shri Rajiv Dutt Sharma,</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi - II Bldg., Gr. Floor,<br>Bhawani Singh Marg, Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>   | Rajasthan  | <b>MUMBAI - Shri Bharatkumar S. Pandya</b><br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>         | Goa, Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane.   |
| <b>ERNAKULAM- Shri G Radhakrishnan</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a> | Kerala, Lakshadweep, Mahe-a part of<br>Union Territory of Puducherry.  | <b>NOIDA - Shri Chandra Shekhar Prasad,</b><br>Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddha Nagar,<br>U.P-201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a> | State of Uttarakhand and the following<br>Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor,<br>Budaun, Bulandshahar, Etah, Kanpur,<br>Mainpuri, Mathura, Meerut, Moradabad,<br>Muzaffarnagar, Oraiya, Pilibhit, Etawah,<br>Farrukhabad, Firozbad,<br>Gautambodhanagar, Ghaziabad, Hardoi,<br>Shahjahanpur, Hapur, Shamli, Rampur,<br>Kashganj, Sambhal, Amroha, Hathras,<br>Kanshiramnagar, Saharanpur. |
| <b>KOLKATA - Shri P K Rath,</b><br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annex, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>                      | West Bengal, Sikkim, Andaman & Nicobar<br>Islands.   | <b>PATNA - Shri N. K Singh</b><br>Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,,<br>Bazar Samiti Road, Bahadurpur,<br>Patna 800 006.<br>Tel.: 0612-2680952<br>Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>  | Bihar, Jharkhand.   |
| <b>LUCKNOW -</b><br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Naival Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>                    | Districts of Uttar Pradesh :<br>Lalitpur, Jhansi, Mahoba, Hamirpur,<br>Banda, Chitrakoot, Allahabad, Mirzapur,<br>Sonbhadra, Fatehpur, Pratappgarh,<br>Jaunpur, Varanasi, Gazipur, Jalau,<br>Kanpur, Lucknow, Unnao, Sitapur,<br>Lakhimpur, Bahraich, Barabanki,<br>Raebareli, Sravasti, Gonda, Faizabad,<br>Amethi, Kausambi, Balrampur, Basti,<br>Ambedkarnagar, Sultanpur, Maharajganj,<br>Santkabirnagar, Azamgarh, Kushinagar,<br>Gorkhpur, Deoria, Mau, Ghazipur,<br>Chandauli, Ballia, Sidharthnagar. | <b>PUNE - Shri Vinay Sah</b><br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune - 411 030.<br>Tel.: 020 - 41312555<br>Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>                            | Maharashtra, Area of Navi Mumbai and<br>Thane excluding Mumbai Metropolitan<br>Region.  |

**Clause L. Information about Us**

Address: ICICI Lombard General Insurance Company Limited  
ICICI Lombard House, 414, Veer Savarkar Marg,  
Near SiddhiVinayak Temple, Prabhadevi, Mumbai 400 025.  
Web: [www.icilombard.com](http://www.icilombard.com) • E-mail [customersupport@icilombard.com](mailto:customersupport@icilombard.com) • Customer Service: 18002666

## COMPLETE HOME PROTECT POLICY

### Standard Special Clause

#### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

**N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy**

#### Terrorism Damage Cover Endorsement (Material Damage only)

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following :-

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
  - a. Voluntary abandonment or vacation,
  - b. Confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder,

11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or damage caused by or arising out of burglary, house -breaking, looting, 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 action taken in respect of an act of terrorism
15. Loss or damage caused by mysterious disappearance or unexplained loss;
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,00,00,000 per compound/Location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,00,00,000/- whichever is lower

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,00,00,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,00,00,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

Excess\*:

| Nature of Risk      | Deductible<br>(as a % of claim/loss amount) | Minimum Limit | Maximum Limit   |
|---------------------|---|---------------|-----------------|
| Shops & Residential | 1% of claim amount                          | INR 10,000/-  | INR 500,000/-   |
| Non - Industrial    | 1% of claim amount                          | INR 25,000/-  | INR 1,00,000/-  |
| Industrial          | 5% of claim amount                          | INR 100,000/- | INR 2,500,000/- |

\*Whichever is applicable ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,00,00,000 whichever is lower. In respect of several insurance policies with in the same compound location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be INR 20,00,00,000.

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

#### SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### Section 2: Additional Living Expense

We will pay You, subject to the Sum Insured and maximum indemnity period as specifically mentioned in the Schedule, the additional living expenses as under in the event of the home building getting damaged or destroyed on account of an Accident during the Policy Period and becoming unfit for occupation.

Provided that, You shall submit Us the certificate from the local municipal / statutory authority that the home building has been rendered unfit for occupation

- a) Boarding expense for pets- We will pay for the expenses, actually, reasonably incurred by You to board the pets in an alternate accommodation if the pets are not permitted to stay with You under the terms of tenancy in Your temporary alternate accommodation. Provided further that Our maximum liability per month shall be restricted to Rs. 30,000 or as specifically mentioned in the Schedule
- b) Immediate Expenses- We will reimburse Your Family the expenses, actually, reasonably incurred towards emergency clothing and toiletry items on account of inability to access the insured home building after it is damaged or destroyed on account of Accident. Provided further that Our maximum liability for Immediate Expenses shall be restricted to Rs. 50,000 or as specifically mentioned in Schedule
- c) Cost of hiring household goods- We will reimburse the cost reasonably incurred by You towards hiring essential furniture and household goods required in the alternative accommodation to maintain Your usual standard of living on account of inability to access the insured home building after it is damaged or destroyed by operation of insured perils and is rendered unfit for occupation. The cover under this extension shall terminate once the home building is rendered fit for occupation or on expiry of the maximum indemnity period as specifically stated in Schedule. Provided further that Our maximum liability per month shall be restricted to Rs. 50,000 or as specifically mentioned in the Schedule.

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- d) Expenses towards temporary resettlement- We will reimburse the expenses reasonably incurred by You towards packing, unpacking and transportation of Your possessions/ Contents, from the home building, to the Dwelling to be occupied by You as an alternative accommodation within the city of the Dwelling. However, We shall not be liable to make any payment in respect of-
- Loss or damage to the Contents while being packed, loaded, transported, unloaded and installed at the alternative accommodation.
  - Any expenses incurred that are not supported by actual bills/ receipts/ cash memos.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 3: Mechanical and/ or electrical breakdown Cover

By way of this cover, we will cover "Mechanical &/or electrical breakdown to any item" in the Section 1 - "Contents", for Domestic Appliances and High Value Electronics which are part of the Contents in the home building and specifically declared item wise with their individual values and incorporated in the Schedule.

For the purposes of this extension, Domestic appliances mean Air Conditioners, Television/s, Tape recorders, Radios, Refrigerator/s, Washing Machine/s, Micro Wave Oven/s, Mixers/Grinders/Food Processor/s, Oven/s, Cooking Range/s and such other house hold appliances whilst kept in the home building specifically declared and accepted by Us for insurance.

For the purposes of this extension, High Value Electronics means Music System/s, DVD Players, Home Computer/s (including peripherals like Printer, PC Cameras, Speakers, and all equipment connected and linked to the Home Computer) and Laptops, Home Theatre Systems and such other equipment whilst kept in the home building specifically declared and accepted by Us for insurance.

However, We will not pay for-

- loss or damage for which the manufacturer or supplier of the appliance/equipment is responsible whether by warranty or otherwise.
- Loss or damage for appliance/ equipment which are older than 10 years as on the date of loss unless specifically accepted for coverage by Us and stated accordingly in the Schedule.
- Cost of transport of the damaged appliance / equipment to the repair shop and back to the Dwelling.

Basis of indemnity:

It is a condition under the Policy that the appliances /equipment are declared for insurance for their replacement value by similar new items.

In case the affected appliance/equipment can be repaired We will pay the actual cost of repairs subject to Our maximum liability being the Sum Insured for the said appliance/equipment. If the cost of repairs exceeds the Market Value of the appliance/equipment as on the date of loss or if the appliance/ equipment item is totally damaged or destroyed We will pay its Market Value as on the date of the loss or Sum Insured of the affected appliance/equipment as specified in the Schedule, whichever is less Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon.

### Section 4: Garden Cover

We will pay You, subject to Sum Insured and Deductible for this cover as mentioned in the Schedule, for the loss or damage to the Lawn Belongings, trees, shrubs or plants, while in open and within the boundaries of the Dwelling, arising during the Policy Period due to operation of perils insured.

"Lawn Belongings" for the purpose of this cover shall mean furniture, swings, statues, fountain and machines & equipment used in the development and maintenance of the garden

Exclusions:

We will not pay for-

- Loss or damage caused by animals, wildlife, birds, insects, vermin, fungus or frost.
- Natural decay of Trees, shrubs, plants or lawns
- Mechanical and/or electrical breakdown to any item

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 5: Home Contents- All Risk Cover

By way of this cover, the home Contents covered hereunder are covered against all loss or damage due to and resulting from an Accident subject, however, to the general exclusions as applicable under the Policy.

Exclusions: (In addition to the general exclusions)

- Loss or damage to the Contents on account of-
- Mechanical and/or electrical breakdown to any item;
- Loss of Valuables on account of theft, unless specifically covered
- Loss or damage to the Content on account of-
  - Its own fermentation;
  - Breakage, cracking or scratching of Crockery, Mobiles, Cameras, Binoculars, Sculptures, Curios, Paintings, works of art, Musical instruments, Toys, Sports gear, items of glassware unless specifically covered

Subject otherwise to the coverage, exclusions, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 6: Loss of Contents Whilst in Transit

We will pay, subject to the Sum Insured and Deductible for this cover, for loss of, or damage to the Contents of the home building whilst in transit from the home building to any new accommodation within India during transit by air, rail or road on account of an Accident. This cover shall be valid up to such time as the insured property reaches the alternative accommodation, including customary transhipment, if any.

Provided that,

- The transit should commence within the Policy Period.
- Coverage does not attach for more than three transits to more than one new accommodation during the Policy Period.

- All such transits will be covered for a span of maximum 30 days only.

It is Your duty to provide prior written notice of the transit of Contents of the Dwelling insured being undertaken to Us, citing details of mode of conveyance, nature of packing, and other relevant details (including Lorry Receipt No./Airway Bill, etc. as may be applicable), prior to commencement of such transit.

We will however not pay for loss or damage solely attributable to insufficiency of packing.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon.

### Section 7: Loss of cash whilst in transit

We will pay, subject to the limit per transit and the overall limit fo

r all transits during the Policy Period and Deductible for this cover as specified in the Schedule, for loss of money in coins and/or notes by reason of, Hold up, robbery or theft while such money is in Your possession and is being conveyed by You to Your home building from Your bank(s) or ATM, as the case may be.

Provided that, this loss should occur within 6 hours from the time of withdrawal of money from Bank/ ATM. It is Your duty to inform the Police as soon as possible following the loss of money covered under this cover and obtain a First Information Report.

For the purpose of this extension, the term "Hold up" means when You are threatened by any weapon and there exists a possibility of actual physical harm to You.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 8: Cover for specified articles

We will pay You, subject to the Sum Insured and Deductibles for this cover, for loss or damage on account of an Accident to the items with individual values as specifically mentioned in the Schedule, whilst being carried as personal baggage outside the insured home building. We will however not pay for-

- any mechanical &/or electrical breakdown of the insured items
- loss or damage to items in personal baggage caused by or arising from the leakage, spilling or explosion within such personal baggage .

Basis of indemnity:

- For items other than Valuables and Fine Arts:

Where damage to an insured item can be repaired, We will pay the actual cost of repairs. If the cost of repairs exceeds the Market Value as on the date of loss, or if the item is totally damaged or destroyed, We will pay the Market Value of the item as on the date of the loss.

- For Valuables:

We will pay the Market Value of such items. Our liability in so far as it relates Valuables excluding precious stones shall be limited to Market Value of the metals only. We will however not pay for any additional value in the form of expenses for making, decorating or any other incidental charges incurred for Valuables thereon.

All declarations of Valuables of individual value over Rs. 50,000/-, and all precious stones irrespective of their value, must necessarily be accompanied by a Valuation certificate from a professional valuer.

- For Fine Arts: Where damage to an insured item is partial in nature and can be repaired, and the insured item can be restored, We will pay the actual cost of repair/restoration. If the cost of repair/restoration exceeds 75% of the agreed value, We will consider it as a case of total loss. In case of total loss of fine arts, We will pay the Sum Insured as specified in the Schedule. All fine arts of individual value above Rs. 25,000/-, must necessarily be accompanied by a Valuation certificate from a professional valuer.
- 'Pair& Set'- where any item insured consists of articles in pair or set, Our liability in respect thereof shall not exceed the proportionate 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 of such pair or set.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 9: Personal Liability

We will reimburse You, subject to the limits of liability for this cover, those sums that You become legally liable to pay, including litigation expenses (if incurred with Our prior written consent), on account of/ due to the following event as specified below, occurring in the home building:

- Death or bodily injury to any person other than You or Your Family or Your resident employees/ domestic staff due to the Accident and
- Damage to property of any person other than You or Your Family or Your resident employees/ domestic staff due to the Accident.

The above referred liability shall be limited to the Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during the Policy Period.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Section 10: Theft cover for valuables

By way of this cover, we will cover theft of valuable contents from home building.

Subject otherwise to the coverage, Deductible, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

### Additional Benefits under the Policy:

- Pest control

We at Your request will provide You the pest control services from Our authorized service provider, once after every three years of continuous engagement with Us, subject to a limit as specified in Schedule.

For instance, if a customer purchases annual policy from us in the year 2021, on completion of 3 consecutive years i.e. in the year 2024, the customer will become eligible for this service. Likewise in case the customer purchases long term policies, once every 3 completed years with us, the

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customer will become eligible for this service. On the request of the customer, we will provide the customer one time pest control from our authorized service provider. The customer need not to pay anything to the service provider or to us for this service.

- 2. Fire Hazard / Electrical Hazard Inspection/ Structural Stability Inspection** We at Your request will provide You in availing the benefit Fire Hazard Inspection or Electrical Hazard Inspection or Structural Stability Inspection services from Our authorized service provider, once after every 5 years of continuous engagement with Us during the Policy Period, subject to a limit as specified in Schedule.

For instance, For instance, if a customer purchases annual policy from us in the year 2021, on completion of 5 consecutive years i.e. in the year 2026, the customer will become eligible for this service. Likewise for long term policies, once every 5 completed years with us, the customer will become eligible for this service. On the request of the customer, we will provide the customer one time service from our authorized service provider. The customer need not to pay anything to the service provider or to us for this service.

### PART III OF THE POLICY

#### Standard Terms and Conditions

##### Conditions:

###### (I) Your Obligations

###### 1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by You on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

###### 2. Obligation to take care : You must:

- c. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event of an insured peril occurs.
- d. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- e. ensure that unauthorized persons do not occupy Your Home Building.

###### 3. Inform change in circumstances : You must inform Us immediately if

- f. You change Your address,
- g. You make any addition, alteration, extension to the structure of Your Home Building,
- h. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- i. You change the use of Your Home Building.

###### 4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

###### 5. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

###### (II) Renewal of Policy

###### 1. End of Policy:

This Policy will expire at the end of the Policy Period.

###### 2. Renewal is not automatic:

We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

###### 3. Application for renewal:

If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

###### (III) Cancellation and Termination of Policy

###### 1. Cancellation by You at any Time

- f. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- g. If You cancel the policy, We will refund premium as follows:

| Time for which Policy is in force   | Refund of premium                 |
|-------------------------------------|-----------------------------------|
| Period for which policy is in force | Policy Premium - (Pro-Rata + 10%) |

###### 4. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

###### 5. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

- c. **Change of use of Your Home Building or Home Contents:** The Policy will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

- e. **Effect of death**

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

###### (IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

###### 1. Immediate notice to Us

- d. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- e. You can give notice to any of Our offices or call-centres.
- f. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

###### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

###### 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

###### 4. Submit claim

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

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### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

### 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- iii. We will not pay,
- iv. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- v. We can also inform the police, and start legal proceedings against You.

### 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

### 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

### Changes to covers:

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

### Waiver of Under insurance:

Under insurance does not apply to the Complete Home Protect Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### Other Details:

#### 1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

#### 2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website:

#### 3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### 4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### Grievances:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### 1. Our Grievance Redressal Officer

You can send Your grievance in writing or email to Our Grievance Redressal Officer at the following address:

Address: Grievance Redressal Officer

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414, Veer Savarkar Marg,

Near SiddhiVinayak Temple, Prabhadevi,

Mumbai 400025 Email: customersupport@icilombard.com

**Customer Service: 18002666**

#### 2. Consumer Affairs Department of IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255** (or) **1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System(GMS) by registering Your complaint at <http://gms.irda.gov.in>.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy. No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

#### 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The details of Insurance Ombudsman are available below:-

| Office of the Insurance Ombudsman   | Areas of Jurisdiction   |
|---|---|
| <b>AHMEDABAD</b> Shri Kuldeep Singh<br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th Floor, Tilak Marg,<br>Relief Road, Ahmedabad - 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>   | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu.   |
| <b>BENGALURU</b> - Mr. Vipin Anand<br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase, Bengaluru - 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a> | Karnataka   |
| <b>BHOPAL</b> – Shri R. M. Singh<br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market, Bhopal - 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>    | Madhya Pradesh and Chattisgarh.   |
| <b>BHUBANESHWAR</b> – Shri Suresh Chandra Panda,<br>Office of the Insurance Ombudsman,<br>62, Forest Park, Bhubaneswar - 751 009.<br>Tel.: 0674 - 2596461 / 2596455<br>Fax: 0674 - 2596429<br>Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>   | Orissa.   |
| <b>CHANDIGARH</b> – Mr. Atul Jerath,<br>Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 - D,<br>Chandigarh - 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>      | Punjab, Haryana (excluding Gurugram,<br>Faridabad, Sonipat and Bahadurgarh)<br>Himachal Pradesh, Union Territories of<br>Jammu & Kashmir,<br>Ladakh & Chandigarh. |
| <b>CHENNAI</b> – Shri Segar Sampathkumar,<br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet, CHENNAI - 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>                     | Tamil Nadu, Tamil Nadu ,<br>PuducherryTown and<br>Karaikal (which are part of Puducherry).  |
| <b>DELHI</b> – Shri Sudhir Krishna<br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi - 110 002.<br>Tel.: 011 - 23232481/23213504   | Delhi & Following Districts of Haryana -<br>Gurugram, Faridabad, Sonipat &<br>Bahadurgarh.  |

## The details of Insurance Ombudsman are available below:-

| Office of the Insurance Ombudsman   | Areas of Jurisdiction   | Office of the Insurance Ombudsman  | Areas of Jurisdiction   |
|---|---|--|---|
| <b>GUWAHATI - Shri G Radhakrishnan</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S. S. Road,<br>Guwahati - 781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: bimalokpal.guwahati@cioins.co.in  | Assam, Meghalaya, Manipur, Mizoram,<br>Arunachal Pradesh, Nagaland and<br>Tripura.  | <b>MUMBAI - Shri Bharatkumar S. Pandya</b><br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: bimalokpal.mumbai@cioins.co.in                                   | Goa, Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane  |
| <b>HYDERABAD -Shri N Sankaran</b><br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Fax: 040 - 23376599<br>Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh, Telangana, Yanam and<br>part of Union Territory of Puducherry.  | <b>NOIDA - Shri Chandra Shekhar Prasad,</b><br>Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddha Nagar,<br>U.P-201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: bimalokpal.noida@cioins.co.in                          | State of Uttarakhand and the following<br>Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor,<br>Budaun, Bulandshehar, Etah, Kanpur,<br>Mainpuri, Mathura, Meerut, Moradabad,<br>Muzaffarnagar, Oraiya, Pilibhit, Etawah,<br>Farrukhabad, Firozbad,<br>Gautambodhanagar, Ghaziabad, Hardoi,<br>Shahjahanpur, Hapur, Shamli, Rampur,<br>Kashganj, Sambhal, Amroha, Hathras,<br>Kanshiramnagar, Saharanpur. |
| <b>JAIPUR - Shri Rajiv Dutt Sharma,</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi - II Bldg., Gr. Floor,<br>Bhwani Singh Marg, Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: bimalokpal.jaipur@cioins.co.in   | Rajasthan   | <b>PATNA - Shri N. K Singh</b><br>Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,,<br>Bazar Samiti Road, Bahadurpur,<br>Patna 800 006.<br>Tel.: 0612-2680952<br>Email: bimalokpal.patna@cioins.co.in   | Bihar, Jharkhand.   |
| <b>ERNAKULAM - Shri G Radhakrishnan</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: bimalokpal.ernakulam@cioins.co.in                        | Kerala, Lakshadweep, Mahe-a part of<br>Union Territory of Puducherry.   | <b>PUNE - Shri Vinay Sah</b> Office of the<br>Insurance Ombudsman,Jeevan Darshan<br>Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune - 411 030.<br>Tel.: 020 - 41312555<br>Email: bimalokpal.pune@cioins.co.in   | Maharashtra, Area of Navi Mumbai and<br>Thane excluding Mumbai Metropolitan<br>Region.  |
| <b>KOLKATA - Shri P K Rath,</b><br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annex, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@cioins.co.in  | West Bengal, Sikkim, Andaman & Nicobar<br>Islands.  | <b>Information about Us:</b><br>Address: ICICI Lombard General Insurance Company Limited<br>ICICI Lombard House, 414, Veer Savarkar Marg,<br>Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025<br>Web: www.icicilombard.com<br>E-mail : customersupport@icicilombard.com<br>Customer Service: 18002666 |   |
| <b>LUCKNOW</b><br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Naval Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: bimalokpal.lucknow@cioins.co.in   | Districts of Uttar Pradesh :<br>Lalitpur, Jhansi, Mahoba, Hamirpur,<br>Banda, Chitrakoot, Allahabad, Mirzapur,<br>Sonbhadra, Fatehpur, Pratapgarh,<br>Jaunpur, Varanasi, Gazipur, Jalaun,<br>Kanpur, Lucknow, Unnao, Sitapur,<br>Lakhimpur, Bahrach, Barabanki,<br>Raebareli, Sravasti, Gonda, Faizabad,<br>Amethi, Kaushambi, Balrampur, Basti,<br>Ambedkar Nagar, Sultanpur, Maharajganj,<br>Sant Kabir Nagar, Azamgarh, Kushinagar,<br>Gorkhpur, Deoria, Mau, Ghazipur,<br>Chandauli, Ballia, Sidharthnagar. |  |   |

## COMPLETE HOME PROTECT POLICY

### Standard Special Clause

#### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- viii. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ix. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- x. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- xi. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- xii. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- xiii. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- xiv. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

#### N. C. B: The Bank shall mean the first named Financial Institution/Bank named in the policy

#### Terrorism Damage Cover Endorsement (Material Damage only)

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
  - a. Voluntary abandonment or vacation,
  - b. Confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder,
11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working,
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax
14. Loss or damage caused by or arising out of burglary, house -breaking, looting, 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 action taken in respect of an act of terrorism
15. Loss or damage caused by mysterious disappearance or unexplained loss:
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,00,00,000 per compound/Location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,00,00,000/- whichever is lower

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,00,00,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,00,00,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

Excess\*:

| Nature of Risk      | Deductible<br>(as a % of claim/ loss amount) | Minimum Limit | Maximum Limit   |
|---------------------|--|---------------|-----------------|
| Shops & Residential | 1% of claim amount                           | INR 10,000/-  | INR 500,000/-   |
| Non - Industrial    | 1% of claim amount                           | INR 25,000/-  | INR 1,00,000/-  |
| Industrial          | 5% of claim amount                           | INR 100,000/- | INR 2,500,000/- |

\*Whichever is applicable ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,00,00,000 whichever is lower. In respect of several insurance policies with in the same compound location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be INR 20,00,00,000

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

#### SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.



ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No.: 16, 601 / 602, 6th Floor, New Link Road, Malad (West), Mumbai - 400 064.

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

Visit us at [www.icilombard.com](http://www.icilombard.com) • Mail us at [customersupport@icilombard.com](mailto:customersupport@icilombard.com) Toll Free No.: 1800 2666 • Chargable No.: +91 8655 222 666

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