

**CLAIM FORM FOR CONTRACTOR'S PLANT & MACHINERY (First Loss Basis) PACKAGE POLICY**

Notification of Physical Loss or Damage

(The issuance of this form is not to be taken as an Admission of Liability)

Office Address:	Cover Note / Policy No: Period of Insurance: Date of Accident: Claim Number:
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**PLEASE ANSWER ALL QUESTIONS FULLY**

**SECTION I**

<b>1. DETAILS OF INSURED</b>	
i) Name	i)
ii) Address for correspondence	ii)
iii) Contact Number	iii)
2. a) When did the loss or damage occur? (State date and time)	a)
b) When was the damage discovered? (State date & time)	b)
c) State the site where the damage occurred.	c)
3. Address where the loss can be inspected.	
4. What was damaged	
a) Item of the Inventory	
b) Sum Insured	
c) Type of machinery & its capacity	
d) Manufacturers name and year of manufacture. (Full details as on maker's plate to be given)	
e) What is the cost of replacement of the machine by a new machine of the same size and capacity including its erection cost?	
5. a) Has the period of guarantee expired? If so, when?	
b) Do you have any maintenance agreement with the manufacturer/repairer?	
6. What is the estimated amount of loss or damage?	
7. What was the cause of the damage and how did it occur? Is replacement required? (This question must be answered in detail and a sketch given wherever possible)	
8. Give the name and address of the workshop where repairs will be executed:	
9. Any additional information relevant to processing of claim.	

**SECTION II THIRD PARTY LIABILITY**

1.	Indemnity Cover under this section	
2.	Particulars of accident:	
	(i) Date and time of occurrence	
	(ii) Place of accident	
	(iii) Brief description of the accident (attach separate sheets if necessary)	
(iv)	When did you first come to know of the accident?	
3.	Has the accident been reported to any authority? If so, state by whom and attach a copy of the report submitted (like meteorological report, pollution control report etc.)	
(i)	What action, if any, has been taken by the Insured to mitigate the loss?	
(ii)	Give particulars of any other insurance, if any, in respect of the same risk.	

**SECTION III INCREASED COST OF WORKING**

1.	Indemnity Cover under this section	
2.	When did the loss or damage occur? (State date and time) When was the damage discovered? (State date & time) State the site where the damage occurred	
3.	Address where the loss can be inspected.	
4.	a) What was damaged	
	b) Item of the Inventory	
	c) Sum Insured	
	d) Type of machinery & its capacity	
	e) Manufacturers name and year of manufacture. (Full details as on maker's plate to be given)	
	f) What is the cost of replacement of the machine by a new machine of the same size and capacity including its erection cost	
5.	a) Has the period of guarantee expired? If so, when?	
	b) Do you have any maintenance agreement with the manufacturer/repairer	
6.	What is the estimated amount of loss or damage	

7.	What was the cause of the damage and how did it occur? Is replacement required? (This question must be answered in detail and a sketch given wherever possible)	
8.	Give the name and address of the workshop where repairs will be executed:	
9.	Any additional information relevant to processing of claim.	

I/We hereby agree, affirm and declare that:

- The statements/information given/stated by me/us in this claim form are true, correct and complete.
- The details of all persons having an interest in the property in respect of which the claim is being made are provided as per the proposal form or by way of an endorsement in the policy. Furthermore, save and except as provided or disclosed in this claim form, no claim made hereunder (or the same/similar claim) has been made or lodged with any other insurance company.
- No material information which is relevant to the processing of the claim or which in any manner has a bearing on the claim has been withheld or not disclosed.
- If I/we have given/made any false or fraudulent statement/information, or suppressed or concealed or in any manner failed to disclose material information, the policy shall be void and that I/We shall not be entitled to all/any rights to recover thereunder in respect of any or all claims, past, present or future.
- The receipt of this claim form/other supporting/related documents does not constitute or be deemed to constitute an agreement by the Company of the claim and the Company reserves the right to process or reject or require further/additional information in respect of the claim.

Place :

Date :

Signature of the Insured

**CLAIM APPLICATION/CONSENT REQUISITION FORM  
CONTRACTORS PLANT & MACHINERY (FIRST LOSS) PACKAGE POLICY**

Office Address:	Cover Note / Policy No: Period of Insurance: Date of Accident: Claim Number:
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**(The issuance of this form is not to be taken as an admission of liability)**

This will be in continuation of the Incident Reporting Form dated |\_|\_|/|\_|\_|/|\_|\_|\_|\_|

This form is only for the purpose of intimating the Company about the claims made / seeking the permission of the Company to enter into a compromise. Insured shall not enter into compromise/settlement without the written permission of the Company. The completion and return of this form to the Company should not be delayed if any of the particulars required cannot be immediately given. They may be forwarded to the Company afterwards as soon as possible.

1.	Name of Insured :	
	i) Address	
	ii) Contact Number	
	iii) Limits of Indemnity under the Policy	
2.	<b>Accident Particulars</b>	
	i) Date of occurrence	
	ii) Place of accident	

	iii) Nature of the accident	
	iv) Brief description of the accident (Attach separate sheets if necessary)	
<b>3.</b>	<b>Particulars of consequences of the accident:</b>	
	i) Details of loss / injury / death /damage	
	ii) Number of victims	
	a) Give name/es, address/esoccupation/s of such person/s	
	b) State where such person were at the time of accident	
	c) Have the injured persons been removed to hospital or medically attended? If so, give particulars	
	iii) Has the accident caused damage to property? If so, give name/s and address/es of the owner/s of the property and full description of the property and state the nature and extent of damage.	
	iv) Has any person made any claim upon you? If so, state by whom and give full particulars (if claim has been made in writing, attach a copy of the notification received and of the bill, if submitted).	
	v) Estimated quantum of liability under (ii) and (iii) above	
<b>4.</b>	<b>Compromise Details</b>	
	i) Do you agree that you are liable for the accident and the consequential loss/damage either to persons/property or livestock?	
	ii) Reasons for compromise / settlement Please provide comprehensive detail of all reasons, game plans/strategy for the same.	
	iii) What is the present status of compromise/ settlement negotiations?	
	iv) What is the quantum of liability, you are proposing to agree to?	
	v) What are the circumstances/evidence that favour a compromise?	
	vi) Please indicate with due comments on each of the sub-heads below.	
	a) Statement from witness, sketch plans, photographs, visual records of evidence / circumstance, video recording to establish the liability.  Give, if possible, the names and addresses of all witnesses to the accident.	

	b) Internal investigation report, if any	
	c) FIR / Investigation Report of police.	
	d) Pollution Control Board Report, if applicable.	
	e) Post Mortem Report / Medical Certificate, if applicable.	
	f) Survey / Investigation Report on the damaged Property, if any	
	g) Legal opinion / Expert's opinion on admission of liability/appeal.	
	h) Any other circumstance/evidence.	
<b>6.</b>	<b>Court Procedure</b>	
	i) Has any case been filed in any court of law/tribunal against you, in relation to the accident?	
	ii) If yes, what is the present status of the proceedings? Also give the next date of hearing.	
	iii) Have any notices / summons of the court been received by you? If yes, please provide copies of the same.	
	iv) Has the court passed any interim or final order? If yes, please provide copies of the same.	
	v) Also provide copies of all the documents that have been submitted to the Court either by you or the Claimants, and copies of all the documents.	
<b>7.</b>	<b>Miscellaneous</b>	
	i) Details of claims if any preferred by the affected party / Insured for the same loss from another source.	
	ii) Any other evidence in support of claim.	
	iii) Give particulars of any other insurance, in respect of the same risk.	

I/We, the above named, do hereby, to the best of my/our knowledge and belief, warrant the truth of the foregoing statements in every respect; and I/We agree that if I/We have made, or in any further declaration the Company may require in respect of the said accident, shall make any false or fraudulent statement, or any suppression or concealment, my/our claim shall be absolutely forfeited, and the Policy shall be null and void.

Receipt and/or acceptance of the 'consent/Claim Application Form' shall not constitute or deem to constitute an approval for a settlement in terms of this clause and the Company reserves the right not to grant the permission.

Place:

Date:

Signature of Insured

# CLAIM SETTLEMENT FORM

## CONTRACTORS PLANT & MACHINERY (FIRST LOSS) PACKAGE POLICY

Office Address:	Cover Note / Policy No: Period of Insurance: Date of Accident: Claim Number:
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**(The issuance of this form is not to be taken as an admission of liability)**

This will be in continuation of the Consent/ Claim Application Form dated

The completion and return of this form to the Company should not be delayed if any of the particulars required cannot be immediately given. They may be forwarded to the Company afterwards as soon as possible.

1. What is the quantum of the settlement that has been arrived at between you and the Claimants?

Please provide proof of the following (agreement, understanding, court order, court award etc)

2. If decided by a court, what is the quantum of liability imposed on you?

Please provide copy of the court award.

3. What are the total defence costs that have been incurred by you, till date, if any?

I/We, the above named, do hereby, to the best of my/our knowledge and belief, warrant the truth of the foregoing statements in every respect; and I/We agree that if I/We have made, or in any further declaration the Company may require in respect of the said accident, shall make any false or fraudulent statement, or any suppression or concealment, my/our claim shall be absolutely forfeited, and the Policy shall be null and void.

Place:

Date:

\_\_\_\_\_  
Signature of Insured

### Direct Fund Transfer/EFT Mandate Form

A) Would you like to opt for Electronic Fund Transfer as mode of payment ?

A) Yes ☐

B) No ☐

B) If yes, kindly provide the below mentioned details :

- Payee Name (as per bank records):
- Payee Account No.:
- Type of Account: ☐ Savings ☐ Current ☐ Others (specify):
- Name of the Bank :
- Branch Name :
- Address of the Bank :
- IFSC Code No. of the Bank:
- MICR Code No. of the Bank:
- Permanent Account Number (PAN) of Payee :

1) Please attach an **Original Blank Cancelled Cheque** signed by the Payee.

**Mandatory** ☐

2) Please attach a **PAN Card** copy of Payee

**Mandatory** ☐

### Terms and Conditions for Payments through RTGS / NEFT

1. The details provided by the Customers in the Mandate Form shall be considered as final and ICICI Lombard General Insurance Company Ltd. shall not be responsible for cross verification of any of the details provided therein.
2. The RTGS / NEFT facility shall be effective for the respective Customer(s) within 15 days of the receipt of the Mandate Form by ICICI Lombard General Insurance Company Ltd. and/ or within such period as may be reasonably required by ICICI Lombard General Insurance Company Ltd. to activate the RTGS/ NEFT facility.
3. The Customer agrees that under the RTGS/ NEFT facility, there may be a risk of non-payment in the Account of Customer on the day of the credit of Payments due to change in the applicable regulations pertaining to RTGS/ NEFT facility or due to any other reasons without any fault/inaction/failure on part of ICICI Lombard General Insurance Company or any factor beyond the control of ICICI Lombard General Insurance Company Limited.
4. The Customer agrees to indemnify, without delay or demur, ICICI Lombard General Insurance Company Ltd. and its agents and keep ICICI Lombard General Insurance Company Ltd. and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which ICICI Lombard General Insurance Company Ltd. may suffer or incur, directly or indirectly, arising from or in connection with, amongst other things, either of the aforesaid reasons stated in above clauses.
5. ICICI Lombard General Insurance Company Ltd. may sub-contract and employ agents to carry out any of its obligations under the RTGS/ NEFT facility. The Customer may discontinue or terminate the use of RTGS / NEFT facility by giving a minimum of 15 days prior written notice to ICICI Lombard General Insurance Company Ltd. The date of notice for ICICI Lombard will be the date of receipt of such notice by ICICI Lombard. The notice of such termination should be given to ICICI Lombard only at its corporate address and be addressed at ICICI Lombard GIC Ltd, ICICI Lombard House (Old Tata Press Building), 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400025
6. A confirmation of the receipt of termination notice given by the Customer will be acknowledged through a confirmation letter by ICICI Lombard General Insurance Company Ltd. In no case can the Customer construe his termination notice as effective unless a confirmation has been provided by ICICI Lombard to the Customer stating the date of receipt of such communication by the Customer.
7. The Customer agrees that transaction(s) through RTGS/ NEFT facility may attract inward RTGS/ NEFT charges, which if levied by the Customer's bank, shall be borne by the Customer
8. ICICI Lombard has the absolute discretion to amend or supplement any Terms and Conditions stated herein at any time and will endeavor to give prior notice of Ten days for such changes wherever feasible for the terms and conditions to be applicable. By using the new services, or at the completion of such period, whichever is earlier, the Customer shall be deemed to have accepted the changed terms and conditions.
9. Submission of documents or bank details or any other information does not in any way, shape or form, imply or express or suggest admission of liability by the company.
10. Notices under these terms and conditions may be given in writing by delivering them by hand or e-mail or on ICICI Lombard General Insurance Company Ltd. website [www.icicilombard.com](http://www.icicilombard.com) or by sending them by post to the last address of the Customer.
11. These terms and conditions will be governed by the laws of India and any legal action or proceedings arising out of these Terms and Conditions shall be initiated in the courts or tribunals at Mumbai in India.
12. I/ We further undertake to refund any excess amount whether demanded by ICICI Lombard General Insurance Company Ltd. or not, which has been credited in excess to my account at any time due to any reason within 7 days of such receipt of such communication from ICICI Lombard of such excess credit or such information of excess credit coming to the knowledge of the Customer through any other source.
13. I/ We agree that my/our claim payment will be credited from the date ICICI Lombard General Insurance Company Ltd. gets confirmation from its bankers, This facility will continue unless it is revoked by any party and any issuance of relevant credit instruction from ICICI Lombard General Insurance Company Ltd. to its bankers will be valid till such instruction is complete irrespective of the fact that the notice period has expired provided such a credit request has been made by ICICI Lombard General Insurance Company Ltd. before the expiry of the notice period of the Customer.

Signature of the Account Holder



**ICICI Lombard General Insurance Company Limited**

**Mailing Address:** Interface Building No.11, 401/402, 4th Floor, New Link Road Malad (W), 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.icicilombard.com](http://www.icicilombard.com) • Mail us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)**

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