

# PERSONAL CARE INSURANCE POLICY

# **PART II OF POLICY**

#### 1. PREAMBLE

This Policy is a contract of insurance issued by ICICI Lombard General Insurance Company (hereinafter called the 'Company') to the proposer mentioned in the schedule (hereinafter called the 'Insured') to cover the person(s) named in the schedule (hereinafter called the 'Insured Persons'). The policy is based on the statements and declaration provided in the proposal Form by the proposer and is subject to receipt of the requisite premium.

#### 2. DEFINITIONS

# i. STANDARD DEFINITIONS -

- i) The term "Accident" means a sudden, unforeseen and involuntary event caused by external, visible and violent means
- ii) The term "Chronic condition" is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
  - it needs ongoing or long-term control or relief of symptoms
  - it requires your rehabilitation for the patient or for the patient to be specially trained to cope with it
  - it continues indefinitely
  - it recurs or is likely to recur
- iii) The term "Condition Precedent" shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- iv) The term "Deductible" means a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
- v) The term "Day care centre" means any institution established for day care treatment of illness and/or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under-
- -- has qualified nursing staff under its employment;
- -- has qualified medical practitioner/s in charge;
- -- has a fully equipped operation theatre of its own where surgical procedures are carried out;

- -- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel
- vi) The term "Day care treatment" refers to medical treatment, and/or surgical procedure which is:
- a. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- b. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- vii) The term "Grace period" means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
- viii) The term "Hospitalization" shall mean admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified Procedures/Treatments, where such admission could be for a period of less than 24 consecutive hours.
- ix) The term "hospital" means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- -- has qualified nursing staff under its employment round the
- -- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- -- has qualified medical practitioner(s) in charge round the clock;
- -- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- -- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- x) The term "Illness" means a sickness or disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
- a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/ injury which leads to full recovery.
- b. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more o f the following characteristics:

**Personal Care Insurance Policy** 

Mumbai - 400 064

Website: www.icicilombard.com



- —it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- -it needs ongoing or long-term control or relief of symptoms
- it requires your rehabilitation for the patient or for the patient to be specially trained to cope with it
- -it continues indefinitely
- -it recurs or is likely to recur
- xi) The term "Injury" means any accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- xii) The term "Medical Expenses" means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- xiii) The term "Medical Practitioner" is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- xiv) The term "Notification of claim" is the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication
- xv) The term "Qualified Nurse" means a person who holds a a valid registration from the Nursing Council of India or the Nursing Council of any state in India
- xvi) "Renewal" means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, timebound exclusions and all waiting periods.
- xvii) The term "Surgery or Surgical Procedure" means manual and / or operative procedure (s) required for the treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by medical practitioner
- xviii) The term ""Portability" means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer. xxii) The term "Migration" means, the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy) to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.

- xix) The term "Pre-existing Disease" means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.

#### ii. SPECIFIC DEFINITIONS -

- i) The term "Break in policy" occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.
- ii) The term "Contribution" is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
- iii) The term "Senior citizen" means any person who has completed sixty or more years of age as on the date of commencement or renewal of a health insurance policy

#### 3. BENEFITS COVERED UNDER THE POLICY

### I Death

The Capital Sum Insured as stated in Part I of the Schedule will be paid if the death of the Insured Person occurs within a period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the Insured Person

# II Permanent Total Disablement (PTD)

- (a) If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
  - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, then the Capital Sum Insured stated in the Part I of the Schedule hereto as applicable to such Insured Person.
  - ii) use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
  - iii) the sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
  - iv) total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of

**Personal Care Insurance Policy** 



the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

Note: For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

(b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the capital sum insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

# **III Carriage of Dead Body**

In the event of death of the Insured Person due to accident as defined in the Policy out side his/her residence, the Company shall reimburse in addition to the amount payable under clause I above, expenses incurred for transportation of Insured's dead body to the place of residence subject to a maximum of 2% of Capital Sum Insured or Rs.10,000/-, whichever is less. Further, it is a condition precedent to the payment of the aforesaid transportation expenses that the detailed account of the expenses incurred alongwith all the supporting bills and documents, substantiating such expenses, shall be submitted to and approved by the Company.

#### **IV Ambulance Charges**

Actual charges paid for any Ambulance services availed for transportation of the insured to the Hospital from the place of accident and for return to the place of dwelling shall be reimbursed by the Company, subject to a maximum sum of Rs. 2.000/-.

# 4. Exclusions

### **SPECIFIC EXCLUSIONS -**

The Company shall not be liable under this Policy for:

- i) Compensation under more than one of the categories specified in the Basis of Assessment in respect of the same period of disablement of the Insured Person. However, amounts relating to carriage of dead body and ambulance charges would be payable in addition, if applicable.
- ii) Any other payment to the same person after a claim under one of the categories I, II (a)(i) & (ii) and II (b) as specified in the Basis of Assessment has been admitted and become payable. However, amounts relating to carriage of dead body and ambulance charges would be payable in addition, if applicable.
- iii) Any payment in case of more than one claim in respect of such Insured Person, under this policy during any one period of insurance by which the sum payable as per the Basis of Assessment of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Schedule applicable to such Insured Person. However, amounts relating to carriage of dead body

- and ambulance charges would be payable in addition if applicable.
- iv) Amounts relating to medical expenses.
- v) Payment of weekly compensation until the same shall have been ascertained and agreed to by the Company.
- vi) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs;
  - (c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine; (d) directly or indirectly caused by venereal disease; (e) arising or resulting from the Insured committing any breach of the law with criminal intent.
- viii) Payment of compensation in respect of death, injury or disablement of the Insured Person due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds and acts of terrorism.
- Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.
  - a. Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - b. Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- x) Death or disablement resulting directly from, or indirectly caused by, or contributed to or aggravated or prolonged by, childbirth or pregnancy or in consequence thereof.

#### 4. Basis of Assessment of claims

vii)

i) Basis of assessment of claim shall be:

The benefit payable to or on behalf of the Insured Person will be as per the following categories but not exceeding the Capital Sum Insured as specified in Part I of the Schedule to the Policy.

ii) Claim Documents: The Insured shall be required to furnish the following for or in support of a claim:

**Accidental Death** 

Mumbai - 400 064

Alternate no: 86552 22666 (chargeable)
E-mail: customersupport@icicilombard.com
Website: www.icicilombard.com



- 1. PA Claim form duly filled & signed by the nominee
- 2. Policy Copy/ If Loan related policy- Copy of Loan Agreement document/ If Debit OR Credit card related policyrecent 3 months card statements with a card copy
- 3. Death certificate Notarised/ Attested by a gazetted officer
- 4. F.I.R Notarised/ Attested by a gazetted officer
- 5. Police Final chargesheet/ Court Final order Notarised/ attested by a Gazetted Officer - if applicable - notarised/ Attested by a gazetted officer
- 6. Spot and/or Inquest Panchnama Notarised/ Attested by a gazetted officer
- 7. Post Mortem Report Notarised/ Attested by a gazetted officer
- 8. Viscera Analysis Report/ Chemical analysis report/ Forensic Science Lab report - If applicable - notarised/ Attested by gazetted officer]
- 9. Other Document as per Case details Copy of Treatment papers; if hospitalised, Website Links/ Newspaper cuttings, Other references
- 10. If claim amount is more than 1lakh, AML Documents Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- 11. Cancel Cheque with NEFT Mandate form duly filled in by the claimant and bank
- 12. Any other supporting documents as required by the Company or TPA to investigate the Claim or the Company's obligation to make payment for it

#### **Permanent Total Disability**

- 1. PA Claim form duly filled & signed by Insured/ Claimant
- 2. Policy Copy
- 3. MLC OR F.I.R.- Notarised/ Attested by a gazetted officer
- 4. Disability Certificate issued by Authorised civil surgeon-Original/ Notarised/ Attested by a gazetted officer
- 5. Treatment papers, X-rays films / reports and other diagnostic reports to support the claim
- 6. Colour Photograph of the injured reflecting disability
- 7. If claim amount is more than 1lakh, AML Documents Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- 8. Other Document as per Case details Copy of Treatment papers; if hospitalised, Website Links/ Newspaper cuttings, Other references

# Carriage of dead body

- a. Documents as related to Insured Person's death
- b. Original receipts of expenses incurred for carriage of dead body
- c. Policy copy

IRDA Reg. No. 115

Mailing Address:

Mumbai - 400 064

- d. Claim form
- e. If claim amount is more than 1lakh, AML Documents Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- f. Other Document as per Case details Copy of Treatment papers; if hospitalised, Website Links/ Newspaper cuttings, Other references
- g. Cancel Cheque with NEFT Mandate form duly filled in by the claimant

# **Medical Benefit**

- a. Policy Copy
- b. Claim form
- c. All documents related to Death/ PTD, as the case may be
- d. Medical report
- e. Prescriptions
- f. Medical & Investigation Bills g. Discharge Card
- h. Treatment papers, X-rays films / reports and other diagnostic reports to support the claim
- i. If claim amount is more than 1lakh, AML Documents Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- j. Other Document as per Case details Copy of Treatment papers; if hospitalised, Website Links/ Newspaper cuttings, Other references
- k. Cancel Cheque with NEFT Mandate form duly filled in by the claimant

# **Ambulance Charges**

- a) Policy Copy
- b) Claim form duly filled & signed by the claimant
- c) Original receipts of expenses incurred for Ambulance Charges
- d) If claim amount is more than 1lakh, AML Documents Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
- e) Other Document as per Case details Copy of Treatment papers; if hospitalised, Website Links/ Newspaper cuttings, Other references
- f) Cancel Cheque with NEFT Mandate form duly filled in by the claimant

# iii) The procedure for lodging the claim shall be as under:

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

- a) The Insured shall give immediate notice thereof in writing to the Company.
- b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

**Personal Care Insurance Policy** 

Alternate no: 86552 22666 (chargeable) E-mail: customersupport@icicilombard.com Website: www.icicilombard.com



c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

# Settlement/Rejection of Claim

The Settlement of claims would be done by the Company within 30 days after the receipt of last necessary documents, any rejections if done, would be provided with proper reasons by the Company. The role of the TPA (if any) would be limited to facilitate the flow of information between Insured and the Company.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002.

# 5. Limitation period

In no case whatsoever shall the Company be liable, for any expenses after the expiry of 30 days from the date of completion of treatment, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

# 6. Policy Related Terms and Conditions

- i. Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before internment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
- Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person(s) on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.
- iii. In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.

#### Position after a claim: iv.

a. In case of death or Permanent Total Disablement (as specified in Basis of Assessment) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the Schedule without any refund of the premium.

- The Proposer shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons. The Proposer shall, on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.
- The scope of cover shall extend on a worldwide basis, vi. and therefore the cause of action may arise in India or elsewhere.

#### PART III OF POLICY

### 5. GENERAL TERMS AND CLAUSES

#### **Specific General Terms and Clauses**

#### Incontestability and Duty of Disclosure

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

### 2. Observance of terms and conditions

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

# **No constructive Notice**

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

# Notice of charge etc.

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

## 5. Special Provisions

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

**Personal Care Insurance Policy** 

# 6. Overriding effect of Part II of the Schedule

Alternate no: 86552 22666 (chargeable) E-mail: customersupport@icicilombard.com

IRDA Reg. No. 115



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

# 7. Electronic Transactions

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

# Fraudulent claims

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

# Cancellation/termination

- a) Disclosure to information norm The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any.
- b) You may cancel this Policy by giving Us 15 days written notice and in such case We shall refund premium on short term basis for the unexpired Policy Period as per the rates detailed below, provided no claim has been payable on Your behalf under the Policy:

# 10. Cause of Action/ Currency for payments

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

# 11. Policy Disputes

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

#### 12. Terms of Renewal

- The Policy can be renewed under the then prevailing Personal Care product or its nearest substitute approved by IRDA, in case the product is withdrawn by the Company.
- This policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured
- Renewal Premium Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
- Maximum Renewal Age There will be life-long renewal without any age restriction for the cover.

# 13. Free Look Up period

You would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on medical examination of the Insured Person(s) and the stamp duty charges. In case the request for cancellation comes 30 days after the Policy Period start date, pro-rata refund of premium would be paid to You

# 14. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/ difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore

**Personal Care Insurance Policy** 

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

IRDA Reg. No. 115



provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

#### 15. Renewal notice

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

The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to Us on or before the date of expiry of the Policy and in no case later than Grace Period of 30 days from the expiry of the Policy.

#### 16. Notices

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

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

In case of the Company:

ICICI Lombard General Insurance Company Limited ICICI Lombard House 414, Veer Savarkar Marg, Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025. Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

#### 17. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

# 18. Grievances

In case the Insured Person is aggrieved in any way, the Insured Person should do the following:

- 1. Call the Company at toll free number: 1800 2666 or email at customersupport@icicilombard.com
- 2. If the Insured Person is not satisfied with the resolution then the Insured Person may successively write to The Manager Service Quality, Vice President-Process Excellence Group, Head Operations & Information Technology at the following address:

ICICI Lombard General Insurance Company Limited ICICI Lombard House,

414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400025

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

# The details of Insurance Ombudsman are available below:

Office Details	Jurisdiction of Office Union Territory, District)	
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins. co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co .in	Karnataka.	
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.	
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:	Orissa.	

UIN: ICIPAIP22091V042122 Toll free no: 1800 2666

Toll free no: 1800 2666 Alternate no: 86552 22666 (chargeable)

**Personal Care Insurance Policy** 

E-mail: customersupport@icicilombard.com Website : www.icicilombard.com

Mumbai - 400 064



bimalokpal.bhubaneswar@cioin s.co.in		Tel. Fax Ema	alokpal.hyderabad@cioins.c	
Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.c o.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Offin Om Jee Floo Bha Jaip Tel. Ema	awani Singh Marg, bur - 302 005. : 0141 - 2740363	Rajasthan.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.i	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).	Officon Om 2nd Opp Roa Erna Tel. Fax Ema	akulam - 682 015. : 0484 - 2358759 / 2359338 :: 0484 - 2359336 ail: alokpal.ernakulam@cioins.c	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	Offinom Hind Flood 4, CO KOI Tel. 221 Fax Ema	C.R. Avenue, LKATA - 700 072. : 033 - 22124339 / 24340 :: 033 - 22124341	West Bengal, Sikkim, Andaman & Nicobar Islands.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.i n	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Offic Om 6th Pha Nav Haz Luc Tel.	CKNOW  ce of the Insurance budsman, Floor, Jeevan Bhawan, ase-II, wal Kishore Road, tratganj, know - 226 001. : 0522 - 2231330 / 2231331	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Email:	ix: 0522 - 2231310 nail: malokpal.lucknow@cioins.co.i	Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar,

**ICICI Lombard General Insurance Company Limited** 

IRDA Reg. No. 115

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

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

Mumbai 400 025

UIN: ICIPAIP22091V042122 Toll free no: 1800 2666

**Personal Care Insurance Policy** 

Alternate no : 86552 22666 (chargeable)
E-mail: customersupport@icicilombard.com Website: www.icicilombard.com



Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, Goa. S. V. Road, Santacruz (W), Mumbai Metropolitan Mumbai - 400 054. Region Tel.: 022 - 26106552 / excluding Navi Mumbai & 26106960 Thane. Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.i State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, **NOIDA** Bulandshehar, Etah, Office of the Insurance Kanooj, Mainpuri, Ombudsman. Mathura, Meerut, Bhagwan Sahai Palace Moradabad, 4th Floor, Main Road, Muzaffarnagar, Oraiyya, Naya Bans, Sector 15, Pilibhit, Etawah, Distt: Gautam Buddh Nagar, Farrukhabad, Firozbad, U.P-201301. Gautambodhanagar. Tel.: 0120-2514252 / 2514253 Ghaziabad, Hardoi. Email: Shahjahanpur, Hapur, bimalokpal.noida@cioins.co.in Shamli, Rampur, Kashgani, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. **PATNA** Office of the Insurance Ombudsman. 1st Floor, Kalpana Arcade Building,, Bihar, Bazar Samiti Road. Jharkhand. Bahadurpur, Patna 800 006. Tel.: 0612-2680952 bimalokpal.patna@cioins.co.in **PUNE** Office of the Insurance Maharashtra, Ombudsman. Area of Navi Mumbai and Jeevan Darshan Bldg., 3rd Thane Floor. excluding Mumbai C.T.S. No.s. 195 to 198, Metropolitan Region. N.C. Kelkar Road, Narayan Peth,

Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company

Mumbai - 400 064

Toll free no: 1800 2666

Alternate no: 86552 22666 (chargeable) E-mail: customersupport@icicilombard.com Website: www.icicilombard.com

**Personal Care Insurance Policy**