

Critical Care (Secure Mind) Policy Wordings

PART II OF THE SCHEDULE

1. DEFINITIONS

For the purposes of this Policy, the following words shall have the meanings as set forth below:

Accident : Means an unexpected, unforeseen and undesirable event, especially one resulting in an Injury.

Bank : Means a banking company which transacts the business of banking in India or abroad

Company : Means ICICI Lombard General Insurance Company Limited.

Confirmation : Means Confirmation of Availability of Insurance issued by the Company to the Insured confirming that the Insured is entitled to insurance coverage under this Policy.

Doctor : Means a person who holds a degree of a recognized medical institute and is registered by Medical Council of India or of the respective States of India, if so required and acting within the scope of the license of registration granted to him/her. The definition would include Physician, Specialist, Anesthetist and Surgeon and specifically excludes doctors / practitioners in non-allopathic fields.

Financial Institution : shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934 .

Illness : Means sickness, disease, ailment or unhealthy condition of mind or body.

Injury : Means any accidental physical bodily harm solely and directly caused by external, violent, visible and evident causes but does not include any sickness or disease.

Insured : Means the Individual(s) whose name(s) are specifically appearing as such in Part I of the Schedule to this Policy. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.

Insured Event : Means any event specifically mentioned as covered under this Policy.

Nominee : Means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.

Policy Period : Means the period commencing from Policy start date and hour as specified in Part I of the Schedule and terminating at midnight on the Policy end date as specified in Part I of the Schedule to this Policy.

Period of Insurance : Means the period commencing from the policy start date of the first Major Medical Illness & Procedures policy with the Company, under which the Insured is covered, subject to the Insured continuously renewing such Major Medical Illness & Procedures policy with the Company without any break and terminating at midnight on the Policy end date as specified in Part I of the Schedule to this Policy. No benefit shall accrue to the Insured on account of the Period of Insurance unless the dates are evidenced in writing against the caption of "Period of Insurance" on Schedule I of this Policy. For the purpose of avoidance of doubt it is clarified that if no dates are evidenced in writing against the caption "Period of Insurance" as mentioned above, then the Period of Insurance shall mean the Policy Period.

Physical Separation : Means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.

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

Public Authority : Means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, command, determine or judge.

Professional Sports : Means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.

Pre-Existing Illness : Means any Illness existing before the commencement of Period of Insurance. For this purpose Illness will be deemed to have contracted or occurred, when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment therefor. Pre-Existing Illness shall include an Injury that occurs before the commencement of Period of Insurance but results in an Illness during the Period of Insurance.

Schedule : Means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.

Sum Insured : Means and denotes the amount of cover available to the Insured subject to the terms and conditions of this Policy and as stated in Part I of the Schedule which is the maximum liability of the Company under this Policy.

Scheduled Airline : Means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

2. BENEFITS UNDER THE POLICY

2.1 SECTION I: MAJOR MEDICAL ILLNESS & PROCEDURES

Insured event : For the purposes of this Section and the determination of the Company's liability under it, the *Insured Event* in relation to the Insured, shall mean any illness, medical event or surgical procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

- a) *First Diagnosis of the below-mentioned Illnesses more specifically described below:*
 - Cancer
 - End Stage Renal Failure
 - Multiple Sclerosis or
- b) *Undergoing for the first time of the following surgical procedures, more specifically described below:*
 - Major Organ Transplant
 - Heart Valve Replacement
 - Coronary Artery Bypass Graft
- c) *Occurrence for the first time of the following medical events more specifically described below:*
 - Stroke
 - Paralysis
 - Myocardial Infarction

The Insured Event under this Section I and the conditions applicable to the same are more particularly defined below:

Cancer :

A disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term cancer also includes leukemia and malignant disease of the lymphatic system such as Hodgkin's Disease

But excluding :

- All tumors that are histological described as pre-malignant, non-invasive or carcinoma in situ, prostate tumors classified upto T1 (under the TNM classification)
- Tumors treated by endoscopic procedures alone
- Kaposi's Sarcoma or any other malignant tumor in the presence of any Human Immuno-deficiency virus.
- Any skin cancer other than invasive malignant melanoma (starting with Clark Level III)
- T₁, N₀, M₀ (under the TNM classification System) papillary carcinoma of the thyroid less than 1 cm in diameter.
- Tumors that pose no threat to life and for which no treatment is required.
- Tumors that are a recurrence of metastasis of a tumor that first occurred prior to 180 days following the policy start date.

Myocardial Infarction (Heart Attack) :

The first occurrence of an acute myocardial infarction leading to the death of a portion of heart muscle (Myocardium) as a result of inadequate blood supply to the relevant area.

The diagnosis for the same must be evidenced by all of the following:

- An episode of typical chest pain
- The occurrence of a typical new acute infarction changes (ST-T elevation) on the electrocardiograph and progressing to development of pathological Q waves
- Elevation of Cardiac Troponin (T or I) to atleast 3 times the upper limit of normal reference range or an elevation in CPK-MB to atleast 200% of the upper limit of the normal reference range.

But excluding non-STEMI with elevation of troponin I or T. Other acute coronary syndromes including but not limited to angina or chest pain are excluded from this definition.

Coronary Artery Bypass Graft :

The actual undergoing for the first time of an open chest coronary artery bypass surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts provided it is recommended by cardiologist and supported with coronary angiographic evidence but excluding balloon

angioplasty and/or any other intra-arterial procedures or laser relief.
Stroke

The first occurrence of any cerebrovascular incident producing neurological sequel lasting more than 24 hours and including infarction of brain tissue, haemorrhage and embolisation from an extra cranial source.

The following must evidence the diagnosis for the same:

- Finding on Magnetic Resonance Imaging, Computerised Tomography or any other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.
- Neurological deficit for at least 3 months.
- Transient Ischaemic Attacks and/or Brain damage due to an accident, infection, vasculitis or an inflammatory disease are excluded.

Paralysis :

Complete and permanent loss of function of two or more limbs as a result of Injury or Illness of the brain or spinal cord. Permanent loss of function of two or more limbs shall be deemed to have occurred if:

- The condition has persisted for at least 6 months from the date it was first suffered in spite of the Insured properly implementing all medical advice related to its cure, and
- A Doctor of central or a state government hospital confirms complete, irreversible and permanent loss.
- Paralysis resulting directly or indirectly or as a consequence of any self-inflicted injury is excluded.

Kidney Failure (End Stage Renal Failure) :

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out

Major organ Transplant :

The receipt of a transplant of

- Human bone marrow using haematopoietic stem cells preceded by a total bone marrow ablation, or
- One of the following whole human organs: heart, lung, liver, pancreas or kidney, as a result of irreversible end stage failure of the respective organ
- A specialist Doctor confirms the requirement of same
- Other stem cell transplants and transplants of part of an organ are EXCLUDED.

Multiple Sclerosis :

Unequivocal diagnosis of multiple sclerosis by a consultant neurologist holding such an appointment at a Government Hospital. The Insured must EXHIBIT neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes.

The above must be evidenced by the typical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings
Heart Valve Replacement :

The undergoing of medically necessary open heart surgery to replace a heart valve as a consequence of a heart valve defect. Surgeries using Balloon or catheter techniques are EXCLUDED.

2.1.2 BENEFIT PAYABLE UNDER SECTION I

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured as stated against Section I under Schedule I on the occurrence of an Insured Event as stated above, under this Section.

2.1.3 CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within thirty (30) days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medial event as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Certificate from the attending Doctor of the Insured confirming, inter alia,
 - a. Name of the Insured;
 - b. Name, date of occurrence and medical details of the Insured Event
 - c. Confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed within the first 3 months of commencement of Period of Insurance.
2. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Duly completed claim forms;
4. Original Discharge Certificate/ Card from the hospital/ Doctor;
5. Original investigation test reports, indoor case papers.;
6. Any other documents as may be required by the Company.

2.1.4 EXCLUSIONS APPLICABLE TO SECTION I

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

- a) Any Pre-Existing Illness Any Insured Event arising on account of or in connection with any Pre-Existing Illness
- b) If the Insured does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / surgical procedure.
- c) The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.
- d) Any congenital Illness or condition;
- e) Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
- f) Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy in Part I of the Schedule under Special Conditions.
- g) Treatment relating to birth defects and external congenital Illnesses.
- h) Birth control procedures and hormone replacement therapy.
- i) Any treatment/surgery for change of sex or any cosmetic surgery or treatment/surgery /complications/illness arising as a consequence thereof.
- j) Treatment by a family member and self-medication or any treatment that is NOT scientifically recognized

2.1.5 SPECIFIC CONDITIONS APPLICABLE TO SECTION I

- The cover under this Policy, for the specific Insured, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy.

2.2 SECTION II: PERSONAL ACCIDENT

Insured event: For the purposes of this Section and the determination of the Company's liability under it, *Insured Event* in relation to the Insured, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of a) death or b) Permanent Total Disablement (more specifically defined herein below). For the purposes of this Section, Permanent Total Disablement shall mean total and irrecoverable

- Loss of sight of both eyes; or
- Actual loss by Physical Separation of both hands or both feet or one entire hand and one entire foot; or
- Loss of use of both hands or both feet or of one hand and one foot without Physical Separation;

Provided that, such disablement shall as a direct consequence thereof permanently disable the Insured from resuming his normal occupation or engaging in similar gainful employment.

2.2.1 BENEFIT PAYABLE UNDER SECTION II

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured as stated against Section II under Schedule I, on occurrence of the Insured Event as stated above under this Section

2.2.2 CLAIM SETTLEMENT APPLICABLE TO SECTION II

- Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company within seven days from the date of its occurrence.
- The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

The Company shall not be liable to pay any claims under this Section II unless the claim under the Policy is accompanied by the following documents:

1. Duly completed claim form.
2. Doctor's Report.
3. First Information Report and Final Police report, wherever necessary;
4. Death certificate, wherever applicable.
5. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury.

6. Disability certificate from a government certified Doctor or government hospital confirming the extent and nature of disability.
7. Post mortem report, if applicable.
8. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
9. Any other supporting documents as may be required by the Company.

2.2.3 EXCLUSIONS APPLICABLE TO SECTION II

The Company shall not be liable under this Section for:

- i. Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured.
- ii. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;
- iii. Payment of compensation in respect of death, injury or disablement of Insured (a) from engaging in or participation in adventure sports including but not limited to winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the policy (b) directly or indirectly caused by venereal disease or insanity;
- iv. Payment of compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured
- v. No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.

2.2.4 SPECIAL CONDITIONS APPLICABLE TO SECTION II

The cover under this Policy, for the specific Insured, shall terminate in the event of claim in respect of that Insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy

3. GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

The Company shall not be liable for any loss or damage under this Policy:

1. Arising or resulting from the Insured committing any breach of the law with criminal intent
2. 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 detention of all Heads of State and citizens of whatever nation and of all kinds and acts of terrorism
3. 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
4. Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
5. Directly or indirectly caused by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drugs.
6. Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
7. Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.
8. Any consequential or indirect loss or expenses arising out of or related to any Insured Event.
9. Arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization.
10. Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during war or warlike operations
11. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

4. GENERAL CONDITIONS APPLICABLE TO THE POLICY

4.1 AGE LIMIT

To be eligible to be covered under the Policy or get any benefits under the Policy, the Insured should have attained the age of at least 20 years and shall not have completed the age of 40 years on the date of commencement of the Policy Period as applicable to such Insured .

4.2 OTHER CONDITIONS

At any time during the Policy Period the Company shall be entitled to inspect any or all records of the Insured that may be relevant to this Policy. The Company shall also have the right of interaction with any and or all those agencies or agents of the Insured as may be relevant for examination/verification of the data/documents in connection with the process and disposal of any claims under this Policy. The Insured shall provide reasonable support to the Company in this regard.

If so required by the Company, the Insured will have to submit to a medical examination by the Company's nominated Doctor or undergo diagnostic or other medical tests as often as the Company considers necessary, in its sole discretion.

4.3 PAYMENTS

The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured his assigns or the Bank/Financial Institution or his nominee/ legal heirs as the case may be

4.4 REFUND OF PREMIUM

The company shall refund the premium as per the Company's short period scales in case of receipt of notice of cancellation from the Insured, provided there is no claim under the policy

PART III OF SCHEDULE

Standard Terms and Conditions

1. Incontestability and Duty of Disclosure
The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
2. Observance of terms and conditions
The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. Records to be maintained
The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.
4. 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 construed as notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
5. 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.
6. 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.
7. Overriding effect of Part II of the Schedule
The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

8. 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.

9. Right to inspect

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

10. 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.

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 such dispute to a Court of competent jurisdiction 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. Arbitration clause

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

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

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

13. Cancellation/Termination

The Company may at any time cancel this Policy, by giving seven (7) days notice in writing by registered post / acknowledgement due post to the Insured at his last known address in which case the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this policy by giving seven (7) days notice in writing to the Company, for the cancellation of this Policy, in which case the company shall from the date of receipt of the notice cancel the policy and retain the premium for the period his policy has been in force at the company's short period scale as mentioned in Schedule II provided that no refund of premium shall be made if any claim has been made under the policy by or on behalf of the insured.

14. Renewal notice

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

15. Notices

Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to
In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited

Zenith House, Keshavrao Khade Marg, Mahalaxmi, Mumbai-400 034.

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

16. 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.

17. Grievances

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

Additional Clauses

AC2 PREMIUM REFUNDS:

Notwithstanding anything to the contrary contained in the Policy, the refund of premium under the Policy shall be as under

	% Premium Refund	
	Policy Period (years)	
Year of cancellation	3	5
Year 1	45%	78%
Year 2	11%	57%
Year 3	Nil	37%
Year 4	-	18%
Year 5	-	Nil

No refunds of premium will be made under the Policy during the last year of the Policy Period.

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of that Insured shall forthwith terminate and the Company shall not be liable hereunder.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.



Registered Office : ICICI Lombard General Insurance Company Limited, ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400 051.

Mailing Address : ICICI Lombard General Insurance Company Limited, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400 034.

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