

1001/252735321/00/000

STANDARD FIRE AND SPECIAL PERILS INSURANCE

Fire 01

SCHEDULE**> Insured Details**

Policy Number : 1001/252735321/00/000
Issued At : MUMBAI
Name of the Insured : J K TYRES AND INDUSTRIES LTD
Hypothecation Details : As per Annexures
Mailing Address of the Insured : 3, Bahadurshah Zafar Marg, New Delhi 110002, New Delhi, Delhi Pin- 110002

Intermediary Details

Agency/Broker Code : DB05103
Agency/Broker Name : JK INSURANCE BROKERS LIMITED
Agent's/Broker's Mobile No. : 9999999999
Agent's/Broker's Email ID : shilpa1@jkmil.com

> Policy Details

Period of Insurance : From : 00:00 Hours of July 01, 2022
To : Midnight of June 30, 2023

Details of Property Insured : As Per Annexure - I

Perils Covered

Standard Fire and Special Perils : Rs. 23,475,638,000.00

Add on Covers

Earthquake : Rs. 23,475,638,000.00

Premium Computation

*Total Premium : (Rs.) 33,795,528.04

*Premium value mentioned above is inclusive of taxes applicable

Clauses / Conditions / Warranties :**Subject to Clause(s) / Endorsement(s) as attached herewith :**

1. FC01 : Agreed Bank Clause
2. FC03 : Designation of Property Clause
3. FC04 : Reinstatement Value Policies
4. FC05 : Local Authorities Clause
5. FC14 : Earthquake (Fire and Shock)
6. FC25 : Removal of Debris Clause (upto 1% of the claim amount)
7. FC26 : Architects, Surveyors and Consulting Engineers Fees (upto 3% of the claim amount)
8. FC29 : Terrorism Exclusion Clause
9. FC46 : Coinsurance Clause

Subject to conditions as mentioned below :

1. Policies having Sum Insured up to INR 10 Cr per location-5% of claim amount subject to a minimum of INR 10,000/- for each and every claim.
2. Policies having Sum Insured above INR 10 Cr per location up to INR 100 Cr per location-5% of claim amount subject to a minimum of INR 25,000 for each and every claim.
3. Policies having Sum Insured above INR 100 Cr and up to INR 1500 Cr per location-5% of claim amount subject to a minimum of INR 5 lakhs for each and every claim.
4. Policies having Sum Insured above INR 1500 Cr and up to INR 2500 Cr per location-5% of claim amount subject to a minimum of INR 25 lakhs for each and every claim.
5. Policies having Sum Insured above INR 2500 Cr per location-5% of claim amount subject to a minimum of INR 50 lakhs for each and every claim.
6. Policies having Sum Insured up to INR 10 cr per location 5% of claim amount subject to a minimum of INR
7. Policies having Sum Insured above INR 2500 Cr per location 5% of claim amount subject to a minimum of INR
8. Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location 5% of claim amount subject to a minimum of INR
9. Policies having Sum Insured above INR 10 cr per location up to INR 100 cr per location 5% of claim amount subject to a minimum of INR
10. Policies having Sum Insured above INR 1500 Cr and up to INR 2500 cr per location 5% of claim amount subject to a minimum of INR
11. Start up Expenses - 5cr
12. Covered as destruction of sound property clause - 5 Crs
13. Capital additions -5cr
14. Original Equipment Manufacturer Clause for 25% upto a limit of 5cr
15. Terrorism Exclusion Clause
16. Insurance Of Additional Expenses of Rent for an Alternative Accomodation -5cr
17. Brand and Trademark Clause -5cr
18. Obsolete Parts Clause -5cr
19. Civil Authority Clause-5cr
20. Coinsurance Clause
21. Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.As used herein,

communicable disease means any infectious or contagious substance: 1. Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and 2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder. For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion, including but not limited to any closure by public or civil authorities, or any denial of access to Insured Premises, or Customer and or Supplier premises (including service / utility providers) hereunder. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.

22. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% claim amount) -5cr
23. Loss Minimisation expense - 5 Crs
24. Hire Purchase or Lease Agreements or Properties under Consignment, Care, Custody and Control
25. Goods Held in Trust Commission -5cr
26. Fire Fighting Expenses-5cr
27. Escalation Clause-upto 5% of Sum Insured
28. Decontamination Expenses Clause 5cr
29. Demolition and Increased cost of construction -5cr
30. Pair and Set Clause-5cr
31. Earthquake (Fire and Shock)
32. Accidental damage upto 5 Cr
33. Claim preparation Clause -5cr
34. Obsolete equipment Clause -5cr
35. Professional fee Clause -5cr
36. Designation of Property Clause
37. Removal of Debris (in excess of 1% claim amount) -5cr
38. Duty clause - 5 Crs
39. Error and omission - 5 Crs
40. Temporary Removal (Excluding Stocks) clause -5cr
41. Agreed Bank Clause
42. Omission to Insure additions, alterations or extensions -upto 5% of Sum Insured
43. Cleaning up and other costs Clause 5cr
44. valuable paper and record clause - 5 Crs
45. Margin Clause -5cr
46. Reinstatement Value Policies

Co-Insurance Details

S No.	Name of the Co-insurer	Share in %	Type
1	ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.	60	Leader
2	BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED	15	Follower
3	IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED	10	Follower
4	ORIENTAL INSURANCE COMPANY LTD.	7.5	Follower
5	KOTAK GENERAL INSURANCE COMPANY LIMITED	7.5	Follower

STANDARD FIRE AND SPECIAL PERILS INSURANCE

GSTIN Reg. No : 07AAACI7904G1ZP
IL GIC GSTIN Address : Fourth Parsavnath Capital Tower Bhai Veer Singh Marg, New Delhi New Delhi 110001
UIN Of the Product : IRDAN115CP0045V01201920
HSN/SAC code : 997137 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.5/- paid in cash or by demand draft or by pay order, vide Receipt/Challan No. CSD232202184 dated January 06, 2022.

Subject otherwise to terms and conditions of Standard Fire and Special Perils Insurance Policy.

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at Mumbai on July 18, 2022.



Authorised Signatory
ICICI Lombard General Insurance Company Ltd.

Annexure - I

DETAILS OF PROPERTY INSURED

Attached to and forming a part of Policy No. : 1001/252735321/00/000

Location of Risk(1) : SH 110 SRIPERUMPUDUR TAMBARAM ROAD KOLATHUR VILLAGE KANCHEEPURAM DIST
TAMIL NADU 602105, ., , KANCHEEPURAM, TAMIL NADU-602105

Occupancy(1) : Tyres and Tubes Manufacturing

S No.	Sum Insured Component	Sum Insured
1	Building (With Plinth and Foundation)	Rs. 4,048,249,000.00
2	Plant & Machinery	Rs. 19,198,259,000.00
3	Furniture, Fixtures and Fittings	Rs. 229,130,000.00
	Total Sum Insured with Plinth & Foundation	Rs. 23,475,638,000.00

Description of Block(s)

1) Tyres and Tubes Manufacturing

Details of Add on Covers applicable to above mentioned Risk Location

Earthquake

STANDARD FIRE AND SPECIAL PERILS INSURANCE

FC 01 AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest.

It is hereby declared and agreed:

That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

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

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

FC 03 DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

FC04 REINSTATEMENT VALUE POLICIES

It is hereby declared and agreed that in the event of the property insured under (Item Nos of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if (a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged. (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

FC05 LOCAL AUTHORITIES CLAUSE

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

- 1) The amount recoverable under this extension shall not include:
 - a) the cost incurred in complying with any of the aforesaid Regulations or By laws.
 - i) in respect of destruction or damage occurring prior to the granting of this extension
 - ii) in respect of destruction or damage not insured by the policy,
 - iii) under which notice has been served upon the insured prior to the happening of the destruction of damage
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
 - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

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- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased
- 3) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby
- 5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
- 6) No additional premium shall be charged for inclusion of this clause in this policy.

FC 14 Earthquake (Fire and Shock)

If option to delete STFI peril is not exercised

"In consideration of the payment by the Insured to the Company of the sum of Rs. 1,173,781.90 additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

Special conditions

1. Extension cover shall be granted only if the entire property in one complex / compound / location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s)..
2. Onus of proof
In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

OR

The Excess mentioned on the policy Schedule, whichever is higher. The Excess shall apply per event per insured.

FC 25 REMOVAL OF DEBRIS CLAUSE (upto 1% of the claim amount)

It is hereby declared and agreed that the expenses incurred upto 1% of the claim amount is included in the sum insured on:

1. Removal of debris from the premises of the Insured;
2. dismantling or demolishing;
3. shoring up or propping.

Note : (b) & (c) above should be deleted when neither Building nor Machinery are covered.

FC 26 ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER FEES (upto 3% of the claim amount)

It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy is covered upto 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils

FC 29 Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature 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.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense 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 the above.

FC 46 Co-Insurance Clause

Co-Insurance Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
 - In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of
 - 1.1 the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
 - 1.2 To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2 Co-insurance Schedule:

Sr.No.	Name of the Company	Share (%)	Type
1	ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.	60	Leader
2	BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED	15	Follower
3	IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED	10	Follower
4	ORIENTAL INSURANCE COMPANY LTD.	7.5	Follower
5	KOTAK GENERAL INSURANCE COMPANY LIMITED	7.5	Follower

3 Conditions forming part of this clause

STANDARD FIRE AND SPECIAL PERILS INSURANCE

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- "In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule, wishes to withdraw from participation in this Policy at anytime during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:
Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip
1. Change in Terms and conditions of Cover as agreed and accepted in the UWg Slip.
 2. In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co- Insurer."
- 3.8 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.11 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.
General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein
Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

FC 46 Co-Insurance Clause

Co-Insurance Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
 - 1.1 In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
 - 1.2 To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy
- 2 **Co-insurance Schedule:**

Sr.No.	Name of the Company	Share (%)	Type
1	ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.	60	Leader
2	ORIENTAL INSURANCE COMPANY LTD.	7.5	Follower
3	IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED	10	Follower
4	BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED	15	Follower
5	KOTAK GENERAL INSURANCE COMPANY LIMITED	7.5	Follower

3 Conditions forming part of this clause

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.2
- 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement. ? In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule , wishes to withdraw from participation in this Policy at anytime during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies: Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip Change in Terms and conditions of Cover as agreed and accepted in the UWg Slip. In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co- Insurer.?
- 3.8 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer?s declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.11
- 3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by -----

General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein
Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

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Sanction Limitation and Exclusion Clause

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

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

In consideration of the Insured named in the Schedule hereto having paid to ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if, after payment of the premium, the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, during the period of insurance named in the said schedule or of any subsequent period, in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

1. Fire

Excluding destruction or damage caused to the property insured by

- 1.1 1.1.1 its own fermentation, natural heating or spontaneous combustion.
- 1.1.2 its undergoing any heating or drying process.
- 1.2 burning of property insured by order of any Public Authority.

2. Lightning

3. Explosion/Implosion

Excluding loss, destruction of or damage

- 3.1 to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
- 3.2 caused by centrifugal forces.

4. Aircraft Damage

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

5. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- 5.1 total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- 5.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- 5.3 Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- 5.4 Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

7. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- 7.1 the Insured or any occupier of the premises or
- 7.2 their employees while acting in the course of their employment.

8. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- 8.1 the normal cracking, settlement or bedding down of new structures

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

- 8.2 the settlement or movement of made up ground
- 8.3 coastal or river erosion
- 8.4 defective design or workmanship or use of defective materials
- 8.5 demolition, construction, structural alterations or repair of any property or groundwork or excavations.

9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

10. Missile Testing operations

11. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by:

- 11.1 Repairs or alterations to the buildings or premises
- 11.2 Repairs, Removal or Extension of the Sprinkler Installation
- 11.3 Defects in construction known to the Insured.

12. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

A GENERAL EXCLUSIONS

- 1 This Policy does not cover (not applicable to policies covering dwellings)
 - 1.1 The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy.
 - 1.2 The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

OR

The Excess mentioned on the policy Schedule, whichever is higher. The Excess shall apply per event per Insured.
- 2 Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3 Loss, destruction or damage directly or indirectly caused to the property insured by.
 - 3.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 3.2 the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4 Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - 4.1 pollution or contamination which itself results from a peril hereby insured against.
 - 4.2 any peril hereby insured against which itself results from pollution or contamination.
- 5 Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
- 6 Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 7 Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, selfheating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8 Expenses necessarily incurred on
 - 8.1 Architects, Surveyors and Consulting Engineer's Fees and
 - 8.2 Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 9 Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10 Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 11 Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- 12 Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.
- 13 Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

B GENERAL CONDITIONS

- 1 This Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material particular.
 - 2 All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company, subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement, may agree to continue the insurance, subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
 - 3 Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
 - 3.1 If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - 3.2 If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - 3.3 If the interest in the property passes from the Insured otherwise than by will or operation of law.
 - 4 This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
 - 5 This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, 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 the cancellation.
 - 6
 - 6.1 On the happening of any loss or damage, the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
 - 6.1.1 A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - 6.1.2 Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
- No claim under this Policy shall be payable unless the terms of this condition have been complied with.
- 6.2 In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage,

unless the claim is the subject of pending action or arbitration; 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 the disclaimer have been made the subject-matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

7 On the happening of loss or damage to any of the property insured by this Policy, the Company may

- 7.1 enter and take and keep possession of the building or premises where the loss or damage has happened.
- 7.2 take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- 7.3 keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- 7.4 sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 8 If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
- 9 If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If, in any case, the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property, if the same could lawfully be reinstated to its former condition.
- 10 If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
- 11 If, at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 12 The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties, to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13 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 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 and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

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.

14 Every notice and other communication to the Company required by these conditions must be written or printed.

15 At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, prorata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss, for which the Company may have paid hereunder and irrespective of the fact, whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured, subject only to the right of the Company for deduction from the claim amount, when settled, of prorata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss, in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

16 Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, to-
In Your case, at the last known address specified in the Schedule

In Our case:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House

414, Veer Savarkar Marg

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400 025

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 You require any clarification or assistance, You may contact any of Our offices at the address specified, during normal business hours.

18 Grievances

In case you are aggrieved in any way, You should do the following

1. Call Us at toll free number: 1800 2 666 or email us at customersupport@icicilombard.com
2. If You are not satisfied with the resolution then You may subsequently write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

ICICI Lombard General Insurance Company Ltd.

ICICI Lombard House

414, Veer Savarkar Marg

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai- 400025.

In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website www.irdaindia.org . If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Sr. No	Name and office of Insurance Ombudsman	Territorial Area of jurisdiction
1	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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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Sr. No	Name and office of Insurance Ombudsman	Territorial Area of jurisdiction
2	BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road,JP Nagar, 1st Phase, Bengaluru-560 078. Tel.: 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	Karnataka.
3	BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market,Bhopal - 462 033. Tel.: 0755 - 2769201 / 2769202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@ecoi.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: - 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Orissa.
5	CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: - 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet , CHENNAI - 600 018. Tel.: - 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories- Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Fax:- 011-23230858 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
8	ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building,Opp. Cochin Shipyard, M.G. Road,Ernakulum - 682 015. Tel.: - 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Union territory of Pondicherry
9	GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: - 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: - 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and a part of Pondicherry.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

Sr. No	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
11	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan.
12	KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@ecoi.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand.
17	PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@ecoi.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are also available on IRDA website: www.irda.gov.in on the website of Office of the Executive Council of Insurers: www.ecoi.co.in, website of the Company www.icicilombard.com or from any of the offices of the Company.

STANDARD FIRE AND SPECIAL PERILS INSURANCE POLICY

19 COMPANY CONTACT DETAILS:-

Toll-free number: 1800-2-666

You may also write to us at the following address:

Postal Address:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House

414, Veer Savarkar Marg

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400 025

E-mail: insuranceonline@icicilombard.com

STANDARD FIRE AND SPECIAL PERILS INSURANCE

Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
 - 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
 - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
 - 3.2 change in consumer behaviour, or
 - 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].
4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.
5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115	CIN: L67200MH2000PLC129408	
Mailing Address: 401 & 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064.	Registered Office: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.	Toll free No. : 1800 2666 Alternate No. : +9192236 22666 (chargeable) Email : customersupport@icicilombard.com Website : www.icicilombard.com