

PART II OF SCHEDULE

GENERAL DEFINITIONS

The Company (ICICI Lombard General Insurance Company Limited) use certain words in this policy and Schedule, which have a specific meaning and are shown under the heading of Definitions in the policy. They have this meaning wherever they appear in the policy, including any endorsements, or Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

ACCIDENT - means a sudden, unforeseen, uncontrollable and unexpected physical event to the insured person caused by external, violent and visible means occurring under the circumstances described in a hazard applicable to that person. It does not include the cumulative result of a series of small incidents.

BODILY INJURY - means an illness or disease proximately caused by accident but it excludes disease from natural causes.

DAY - means a period of 24 consecutive hours.

DISEASE - means an illness or affliction of the body having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted under the circumstances described in a Hazard.

DEDUCTIBLE/EXCESS - means the amount of expenses or the number of Days to be paid or supported by the Insured Person himself/herself before the Policy benefits become payable.

CHILD - means dependent child/children including adopted and step child/children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person

FAMILY MEMBER - means an Insured Person's legal spouse, children, siblings, siblings-in-law, parents, mother-in-law, father-in-law, legal guardian, ward, step or adopted children, step-parents.

INJURY - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring under the circumstances described in a Hazard.

INSURED PERIOD(S) - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

INSURED PERSON - means the Insured Person, detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by us.

POLICY - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.

POLICY SCHEDULE - means the Policy Schedule attached to and forming part of the Policy.

POLICYHOLDER - means the physical person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premiums.

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.

PROPOSAL AND DECLARATION FORM - means any initial or subsequent declaration made by the Policyholder and is deemed to be attached and which forms a part of this Policy.

REASONABLE AND CUSTOMARY CHARGES - means a charge which: (a) is charged for medical treatment, supplies or medical services that are Medically Necessary to treat The Insured's condition; (b) does not exceed the usual level of charges for similar medical treatment, supplies or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed.

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.

SICKNESS - means illness first manifested and contracted, and commencing under the circumstances described in a Hazard.

TERRORISM/TERRORIST ACTIVITY - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

WAR - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

SCOPE OF COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Capital Sum Insured, if any of the Insured Persons sustain any bodily injury resulting solely and directly from accident, caused by external, violent and visible means, to the extent and in the manner hereinafter provided.

- (a) The cover is for 24 hours and on a worldwide basis.
- (b) Travel as a fare-paying passenger in a licensed standard type of aircraft is covered, unless specifically covered under the policy.

EXCLUSIONS

The Company shall not be liable under this policy for:

- i) Compensation under more than one of the categories specified in the Basis of Assessment in respect of the same period of disablement of the Insured Person. However, amounts relating to carriage of dead body would be payable in addition, if applicable.
- ii) Any other payment to the same person after a claim under one of the categories I, II (a)(i) & (ii) and II (b) as specified in the Basis of Assessment has been admitted and become payable. However, amounts relating to carriage of dead body would be payable in addition, if applicable.
- iii) Any payment in case of more than one claim in respect of such Insured Person, under this policy during any one period of insurance by which the sum payable as per the Basis of Assessment of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Schedule applicable to such Insured Person. However, amounts relating to carriage of dead body would be payable in addition if applicable.
- iv) Payment of compensation relating to medical expenses.
- v) Payment of compensation in respect of death, injury or disablement of Insured Person
 - a) From intentional self-injury, suicide or attempted suicide;
 - b) whilst under the influence of intoxicating liquor or drugs;
 - c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed

standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multi-engine; or Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or scheduled Airlines

- d) From Participation in 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 (2 miles), 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
- e) Directly or indirectly caused by venereal disease or insanity;
- f) Arising or resulting from the Insured committing any breach of the law with criminal intent.
- vi) Payment of compensation in respect of death, injury or disablement of the Insured Person due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.
- vii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.
 - a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- viii) Payment of compensation in respect of Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- ix) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
- x) Payment of compensation in respect of Death or disablement resulting directly or indirectly when the insured is self exposing to needless peril (except in an attempt to save human life)

SPECIAL CONDITION APPLICABLE TO ALL THE EXCLUSION: If the Company alleges that by reason of any of the above Exclusion i.e. any loss, damage, cost or expenses is not covered by this insurance, the onus of proving the contrary shall be upon the Insured.

BASIS OF ASSESSMENT OF CLAIMS

- i) Basis of assessment of claim shall be
The benefit payable to or on behalf of the Insured Person will be as per the following categories but not exceeding the Capital Sum Insured as specified in Part I of the schedule.

Categories of benefits

I Death

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

II Permanent Total Disablement (PTD)

- a) If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, then the Capital Sum Insured stated in the Part I of the Schedule hereto as applicable to such Insured Person.
- ii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
- iii) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
- iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

Note

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

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

III Permanent Partial Disablement (PPD)

If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial irrecoverable loss of use or the actual loss by physical separation of the following then the percentage of the Capital Sum Insured as stated in Part I of the schedule payable to such Insured Person is in the manner indicated below.

	% of Capital Sum Insured
i) Loss of toes - all	20
Great both phalanges	5
Great one phalanx	2
Other than great if more than one toe lost each	1
ii) Loss of hearing both ears	75
iii) Loss of hearing one ear	30
iv) Loss of four fingers and thumb of one hand	40
v) Loss of four fingers	35
vi) Loss of thumb	25
	- both phalanges
	- one phalanx
vii) Loss of Index finger	10
	- three phalanges
	- two phalanges
	- one phalanx
viii) Loss of middle finger	6
	- three phalanges
	- two phalanges
	- one phalanx
ix) Loss of ring finger	5
	- three phalanges
	- two phalanges
	- one phalanx
x) Loss of little finger	4
	- three phalanges
	- two phalanges
	- one phalanx
xi) Loss of metacarpus	3
	first or second (additional)
	third, fourth or fifth (additional)
xii) Any other permanent partial disablement % as assessed by the Doctor	2

IV Carriage of Dead Body

In the event of death of the Insured Person due to accident as defined in the policy out side his/her residence, the Company shall reimburse in addition to the amount payable under clause I above,

expenses incurred for transportation of Insured's dead body to the place of residence subject to a maximum of 2% of Capital Sum Insured or Rs.2,500/-, whichever is less.

- ii) Claim Documents : The Insured shall be required to furnish the following for or in support of a claim:
- Duly completed claim form
 - Doctor's Report
 - Police report, wherever necessary
 - Death certificate, wherever necessary/applicable
 - Medical Bills, wherever applicable
- iii) The procedure for lodging the claim shall be as under:
- Upon the happening of any event giving rise or likely to give rise to a claim under this Policy :
- The Insured shall give immediate notice thereof in writing to the Company.
 - The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
 - The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

LIMITATION PERIOD

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

POLICY RELATED TERMS AND CONDITIONS

- Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before interment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
- Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the insured Person(s) on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Insured person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.
- In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.
- Position after a claim :
 - In case of death or Permanent Total Disablement (as specified in Basis of Assessment) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the schedule without any refund of the premium.
 - In case of Permanent Partial Disablement (as specified in Basis of Assessment) the Company shall reduce the capital sum insured in respect of person to whom such sum shall become payable, by the amount admissible under the claim.
- The Proposer shall give immediate notice to the Company of any

change in any of the business or occupation of any of the Insured Persons.

The Proposer shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.

- (vi) The scope of cover shall extend on a world wide basis, and therefore the cause of action may arise in India or elsewhere.

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 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. No constructive Notice

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

4. Notice of charge etc.

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

5. Special Provisions

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

6. 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.

7. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service 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 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.

8. 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.

9. Cancellation/termination

The Company may at any time, cancel this policy, by giving 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 the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales. In the event that the Insured has issued notice of cancellation to the Company and a claim had been made during the insurance period which was settled by the Company, the Company shall be entitled to retain the whole premium amount.

10. Cause of Action/ Currency for payments

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

11. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai 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. 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.

14. Notices

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

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited

Zenith House, Keshavrao Khadye Marg, Mahalakshmi

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.

15. 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.

16. Grievances

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

IN CASE OF CLAIMS OR QUERIES CALL US AT:

Ahmedabad - 5530 9877
Hyderabad - 2312 8511
Mumbai - 2830 7711
Karnataka - 98455 77877
Rajasthan - 98297 96547

Bangalore - 5118 7464
Indore - 502 7877
Pune - 2610 3511
Kerala - 98954 77877
Tamil Nadu - 98944 77877

Chandigarh - 505 5707
Kochi - 238 4511
Andhra Pradesh - 98495 77877
Maharashtra - 98900 17877

Chennai - 4201 7877
Kolkata - 98313 77877
Delhi - 98181 77877
Madhya Pradesh - 98930 47877

Coimbatore - 538 7877
Lucknow - 229 4511
Gujarat - 98982 77877



Mailing Address: ICICI Lombard General Insurance Co. Ltd, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalakshmi, Mumbai - 400 034.

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

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

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