

UIN: IRDAN113RP0028V02200102

OFFICE PACKAGE INSURANCE – SOOKSHMA UDYAM SURAKSHA

POLICY WORDINGS

Whereas the **Insured** has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the “**Company**”), a proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Schedule**, now the **Company** agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the **Insured** in excess of the amount of the **Deductible** and subject always to the **Sum Insured** and/or **Limit of Indemnity** against such loss as is herein provided.

A COVERAGE

On the happening of any insured event as provided for hereunder arising during the **Policy Period** and notified as prescribed, the **Company** will make payment as provided for under each Cover but only up to the **Sum Insured** or **Limit of Indemnity** as specified in the **Schedule** against each Cover or each sub-limit of the **Sum Insured** or the **Limit of Indemnity**, as the case may be.

1. COVER: BUILDING AND CONTENTS (EXCLUDING VALUABLES)

Note: Coverage under this section shall be as per **Bajaj Allianz General Insurance Company Ltd. Bharat Sookshma Udyam Suraksha Policy** annexure attached.

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Cover 1, in case of contradiction of these Policy Wordings with the provisions of **Bajaj Allianz General Insurance Company Ltd Bharat Sookshma Udyam Suraksha Policy** Wordings annexed hereto, then the **Bajaj Allianz General Insurance Company Ltd Bharat Sookshma Udyam Suraksha Policy** Wordings annexed hereto shall prevail over these Policy Wordings.

2. COVER: BURGLARY & ROBBERY INCLUDING THEFT

- 2.1 The **Company** will indemnify the **Insured** in respect of:
 - 2.1.1 The loss of or damage to **Contents** or any part thereof except money whilst contained in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** and /or theft during the **Policy Period**;
 - 2.1.2 Damage to the **Insured Premises** (including the reasonable costs incurred by the **Insured** for changing damaged locks at the entry and/or exit points to the **Insured Premises** and at internal entry and/or exit points) caused by actual or attempted **Burglary** during the **Policy Period**.
- 2.2 The coverage provided hereunder includes the loss of money caused by:
 - 2.2.1 actual or attempted **Burglary** during the **Policy Period** but only if the money is contained in a **Safe or Strong Room** whilst the **Insured Premises** are unoccupied, and
 - 2.2.2 **Robbery** during the **Policy Period** from the cashier’s till and/or counter in the **Insured Premises** during business hours.
- 2.3 **Special Conditions Applicable to Cover 2**
 - 2.3.1 It is a condition precedent to the **Company’s** liability hereunder that the **Insured** shall:
 - 2.3.1.1 Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief;
 - 2.3.1.2 Immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the **Insured** intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**;
 - 2.3.1.3 Within 14 days deliver to the **Company** a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**;
 - 2.3.1.4 Expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
 - 2.3.1.5 Take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary**

and discover and recover any **Contents** and/or money lost.

2.3.2 The **Insured** shall maintain a contemporaneous account of money held in a **Safe** or **Strong Room** and keep the same securely in some place other than the **Safe** or **Strong Room**. The liability of the **Company** (subject to the **Limit of Indemnity**) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the **Company** in the event of a claim.

2.4 Special Exclusions Applicable to Cover 2

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 2.4.1 **Valuables** unless specifically insured;
- 2.4.2 any claim in which the **Insured**, any employee or any other person lawfully on or about the **Insured Premises** is or is alleged to be in any way concerned or implicated;
- 2.4.3 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;
- 2.4.4 **Contents** from any **Safe** or **Strong Room** following the use of a key to gain access thereto, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**;
- 2.4.5 loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles

3. COVER: MONEY INSURANCE

3.1 The **Company** will indemnify the **Insured** for the loss **In Transit** of money whilst carried by the **Insured** or its **Employee**, caused during the **Policy Period** by theft or any other fortuitous event.

3.2 Special Conditions Applicable to Cover 3

- 3.2.1 It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:
 - 3.2.1.1 immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief;
 - 3.2.1.2 immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the **Insured** intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**;
 - 3.2.1.3 within 14 days deliver to the **Company** a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**;
 - 3.2.1.4 expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
 - 3.2.1.5 take all reasonable steps to identify the perpetrators of the theft and discover and recover any money lost;
 - 3.2.1.6 ensure that when the **Insured Premises** are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
- 3.2.2 The **Insured** shall maintain a contemporaneous daily written record of the money **In Transit** and such record shall be produced to the **Company** in the event of any claim under this **Policy**.

3.3 Special Exclusions Applicable to Cover 3

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:-

- 3.3.1 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind
- 3.3.2 loss of money carried by anyone other than the **Insured** or an **Employee**;
- 3.3.3 loss of money where the **Insured** or his **Employee** is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
- 3.3.4 money carried under contract of affreightment;
- 3.3.5 loss of money from an unattended vehicle;
- 3.3.6 loss of money **In Transit** being transported other than as stated in the proposal form or as

- otherwise agreed in writing by the **Company**;
- 3.3.7 loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased;
- 3.3.8 any loss of or damage to any property, whether belonging to the **Insured**, an employee or any third party;
- 3.3.9 any personal or bodily or mental injury or suffering of any description;
- 3.3.10 any loss not discovered within a period of 72 hours from its occurrence;

4. COVER: PLATE GLASS

- 4.1 The **Company** will indemnify the **Insured** in respect of:
 - 4.1.1 any **Accidental** loss of or damage caused to **Plate Glass** at the **Insured Premises** occurring during the **Policy Period**, and
 - 4.1.2 the reasonable cost of repairing and reinstating frames and framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every claim.
- 4.2 **Special Conditions Applicable to Cover 4**
 - 4.2.1 The **Company** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the **Insured**.
 - 4.2.2 If the **Company** opts to make payment to the **Insured**, then:
 - 4.2.2.1 The payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**.
 - 4.2.2.2 Where any **Plate Glass** is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar **Plate Glass**.
 - 4.2.2.3 The **Company's** liability to make payment shall be up to the sub-limit of the **Sum Insured** as specified in the **Schedule** for each item of **Plate Glass**, subject always to the **Sum Insured**.
 - 4.2.2.4 All **Plate Glass** in respect of which a claim is accepted under this **Policy** shall become the property of the **Company** and the **Insured** shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.
- 4.3 **Special Exclusions Applicable to Cover 4**

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

 - 4.3.1 Any loss or damage that could have been insured against under a fire policy;
 - 4.3.2 Cracked, scratched, or imperfect Plate Glass.;
 - 4.3.3 Any loss or damage caused wilfully or knowingly by the **Insured** or his employees, or any loss or damage in which the **Insured** or any person acting on his behalf is involved or implicated;
 - 4.3.4 Any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;
 - 4.3.5 Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;
 - 4.3.6 During the course of any alteration, removal or repair to the **Plate Glass**.

5. COVER: BREAKDOWN OF OFFICE EQUIPMENT

- 5.1 The **Company** will indemnify the **Insured** against the repair or replacement costs in respect of **Office Equipment** caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the **Company** in respect of any one item of **Office Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**.
- 5.2 **Special Conditions Applicable to Cover 5**
 - 5.2.1 The **Sum Insured** in respect of each item of **Office Equipment** must equal the cost of the replacement of the same with new property of the same kind and capacity. In the event of a loss, the basis of loss settlement shall be as follows:

- 5.2.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 5.2.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
- 5.2.1.3 If the value of the **Office Equipment** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 5.2.1.4 The **Insured** shall bear the first 1% or Rs.250/- (whichever is higher) of any claim concerning any item of Office Equipment.

5.3 **Special Exclusions Applicable to Cover 5**

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 5.3.1 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;
- 5.3.2 loss or damage for which the manufacturer or supplier is responsible;
- 5.3.3 loss or damage caused to any item of **Office Equipment** older than 10 years from the date of manufacture;
- 5.3.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5.3.5 any costs incurred in connection with the maintenance of the **Office Equipment**, including parts replaced in the course of such maintenance operations;
- 5.3.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 5.3.7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the **Insured's** employees;
- 5.3.8 the cost of transporting the **Office Equipment** to and/or from the place of repair;
- 5.3.9 loss of or damage to any **Office Equipment** by perils insurable under other Covers of this **Policy**;
- 5.3.10 loss or damage to mobile phones or other similar communication devices

6. COVER: BAGGAGE

- 6.1 The **Company** will indemnify the **Insured** and/or the **Insured's Employee** in respect of the **Accidental** loss of, destruction of or damage caused to personal baggage accompanying the **Insured** and/or the **Insured's Employee** and for which the **Insured** and/or the **Insured's Employee** is responsible whilst travelling anywhere in the world for the purposes of the **Business**.

6.2 **Specific Exclusions Applicable to Cover 6**

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 6.2.1 loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by the **Insured** and/or the **Insured's Employee**;
- 6.2.2 loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;
- 6.2.3 loss or damage caused by moth, mildew or vermin;
- 6.2.4 loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self-heating or leakage or electricity from whatever cause (lightning included);

- 6.2.5 loss or damage caused by mechanical derangement or over winding of watches and clocks;
 - 6.2.6 theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;
 - 6.2.7 loss or damage whilst being conveyed by any carrier under contract of affreightment;
 - 6.2.8 loss of or damage to jewellery or **Valuables**;
 - 6.2.9 loss of or damage to articles, which did not form part of the **Contents** of the baggage when the journey commenced unless specifically declared and accepted by the **Company**;
 - 6.2.10 loss or destruction of or damage to baggage of a consumable nature;
 - 6.2.11 loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
 - 6.2.12 loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;
 - 6.2.13 any tour or travel undertaken within the municipal limits of the village, town or city wherein the **Insured** and/or **Insured's Employee** works.
- 6.3 **Cover 6 Basis of Loss Settlement**
- 6.3.1 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured** up to the **Sum Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
 - 6.3.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the **Sum Insured**.

7. COVER: ELECTRONIC EQUIPMENT

- 7.1 **7A – Damage to Electronic Equipment (Other than Portable Computers)**
The **Company** will indemnify the **Insured** against:
- 7.1.1 the repair or replacement costs incurred by the **Insured** in respect of **Accidental** loss of or damage to **Electronic Equipment** caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the **Company** in respect of any one item of **Electronic Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**.
 - 7.1.2 the repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to **External Data Media** and/or the costs of restoring information and data stored therein, provided that:
 - 7.1.2.1 The maximum liability of the **Company** in respect of any one item of **External Data Media** in any one **Policy Period** shall not exceed the cost of replacing the damaged **External Data Media** with new **External Data Media** of the same type and quality; and
 - 7.1.2.2 The maximum liability of the **Company** in respect of the restoration of information and data stored in the **External Data Media** shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and
 - 7.1.2.3 The **Company** shall not be liable to make payment for the restoration of information and data stored in the **External Data Media** unless this can be achieved from a backup system for the lost data and information.
- 7.2 **7B – Damage to Portable Computer**
The **Company** will indemnify the **Insured** against the repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to a **Portable Computer** provided that it is in the personal custody and care of the **Insured** and/or the **Insured's** employee whilst anywhere in the world for the purpose of the **Business**, save that the liability of the **Company** in respect of any one **Portable Computer** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**.
- 7.3 **Special Conditions Applicable to Cover 7**
- 7.3.1 The **Sum Insured** in respect of each item of **Electronic Equipment**, **External Data Media** and **Personal Computer** must equal the cost of the replacement of the same with new property of the same kind and capacity. In the event of a loss, the basis of loss settlement shall be as follows:
 - 7.3.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the **Company** will indemnify the **Insured** in respect of the expenses

necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

- 7.3.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
- 7.3.2 If the value of the **Electronic Equipment/External Data Media/Portable Computer** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 7.3.3 If, in the opinion of the **Company**, it is unnecessary to restore lost data or information and/or if the same has not been effected by the **Insured** within [] days of the **Accident** causing the data or information to be lost, then the **Company's** liability to make payments shall be limited solely to the cost of repairing or replacing the damaged **External Data Media**.
- 7.3.4 The **Insured** shall bear the first 10% or Rs.2,500/- (whichever is higher) of any claim concerning damage to **Personal Computers**, and the first 5% or Rs.1000/- (whichever is higher) of any claim concerning any other item of **Electronic Equipment** or **External Data Media**.
- 7.4 **Special Exclusions Applicable to Cover 7**
The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
- 7.4.1 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;
- 7.4.2 loss or damage for which the manufacturer or supplier is responsible;
- 7.4.3 loss or damage caused to any item of **Electronic Equipment** or **External Data Media** or a **Portable Computer** older than 10 years from the date of manufacture;
- 7.4.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 7.4.5 any costs incurred in connection with the maintenance of the **Electronic Equipment** or **External Data Media** or a **Portable Computer** including parts replaced in the course of such maintenance operations;
- 7.4.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 7.4.7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the **Insured's** employees;
- 7.4.8 the cost of transporting the **Electronic Equipment** or **External Data Media** or a **Portable Computer** to and/or from the place of repair;
- 7.4.9 loss of or damage to any **Electronic Equipment** or **External Data Media** or a **Portable Computer** by perils insurable under other Cover of this **Policy**;
- 7.4.10 loss or damage to mobile phones or other similar communication devices.
- 7.4.11 any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of the information or discarding of data media and from loss of information caused by magnetic fields.
- 7.4.12 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.

8. COVER: PERSONAL ACCIDENT

In the event of any **Accidental Bodily Injury** sustained by the **Insured** anywhere in the world during the **Policy Period**, the **Company** will make payment as provided for below.

8.1 Coverage Part A: Death

8.1.1 The **Company** will pay the Sum Assured in the event of Accidental Bodily Injury causing the **Insured's** death within 12 months of the Accidental Bodily Injury being sustained, whereupon this Coverage Part 8 insofar as it relates to that **Insured** shall expire.

8.2 Coverage Part B: Permanent Total Disability

8.2.1 In the event of Accidental Bodily Injury causing the **Insured's** Permanent Total Disability within 12

months of the Accidental Bodily Injury being sustained, the Company will pay 125% of the Sum Assured, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.

8.2.2 If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority.

8.3 Coverage Part C: Permanent Partial Disability

8.3.1 In the event of Accidental Bodily Injury causing the Insured's Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the percentage of the Sum Assured specified for each and every form of impairment mentioned in the PPD Table:

PPD Table

Nature of Disability	Amount Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

8.4 If the Accidental Bodily Injury causes the Insured's Permanent Partial Disability within 12 months of the Accidental Bodily Injury being sustained other than as specified in the PPD Table above, the Company's liability to make payment shall be as follows:

8.4.1 In the case of the Insured suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the Company will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the concerned Government Medical Authority.

8.4.2 In the case of the Insured's Permanent Partial Disability of a nature not detailed in the PPD Table, the Company will pay a proportion of the Sum Assured by reference to the degree to which the Insured's normal functional physical capacity has been impaired, as advised by the concerned Government Medical Authority.

8.4.3 If the Insured was suffering from any Permanent Partial Disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same as advised by the concerned Government Medical Authority.

8.4.4 If the Accidental Bodily Injury sustained by the Insured causes a subsequent claim by the Insured under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.

8.5 Coverage Part D: Temporary Total Disability

- 8.5.1 If the Accidental Bodily Injury sustained by the Insured causes his complete inability to engage in his employment as specified in the Schedule, the Company will pay 1% of the Sum Assured or Rs.5,000/- (whichever is lower) per week for a period not exceeding 100 weeks from the date upon which the Bodily Injury was sustained.
- 8.5.2 The Company shall not be under any liability to make any payment hereunder until such time as the Insured has established to the Company's satisfaction that he is completely unable to engage in his employment as specified in the Schedule.
- 8.6 Coverage Part E: Additional Insurance**
- 8.6.1 Transportation**
If the **Company** has accepted a claim under Coverage Part A: Death, then the **Company** will pay towards the actual cost of transporting your remains from the place of death to a hospital, cremation ground or burial ground or to the insured's home. The amount we pay will be limited to the lower of Rs.5,000/- or 2% of the sums assured shown under the schedule headings Basic, Wider and Comprehensive.
- 8.6.2 Children's Education Benefit**
If we have accepted a claim under either Death or PTD of the proposer, then the Company will make a one time payment of Rs.5,000/- each towards the cost of education of up to 2 of Insured's dependent children who were under the age of 19 at the date he/ she met with Accidental Bodily Injury.
- 8.7 Coverage Part F: Hospital Confinement Allowance (Optional)**
- 8.7.1 In the event of an admitted claim for Accidental Bodily Injury sustained by the Insured and requiring immediate hospitalization, the Company will pay the Insured a daily allowance of Rs.1,000/- for each complete calendar day that the Insured is medically required to be so hospitalized, up to a maximum 30 days from the date that such Bodily Injury was sustained.
- 8.7.2 The Company shall not be liable to make any payment for any stay by the Insured in any clinic, rest home, convalescent home for the aged or mentally disturbed, sanatorium, or similar institution.
- 8.8 Coverage Part G: Medical expenses reimbursement (Optional)**
If the Company has accepted a claim under Coverage Part A to D, then the Company will reimburse the costs of necessary medical treatment the Insured had to obtain from a Medical practitioner because of the Accidental Bodily Injury he/ she met with. However, the Company's payment will be limited to 40% of the value of the claim accepted under A to D or Rs. 5 Lac whichever is lower.
- 8.9 Specific Exclusions Applicable to Cover 8**
No indemnity is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- 8.9.1 Accidental Bodily Injury that You meet with:
- Through suicide, attempted suicide or self inflicted injury or illness.
 - While under the influence of liquor or drugs.
 - Arising or resulting from the insured person(s) committing any breach of law with criminal intent.
 - Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 - As a result of any curative treatments or interventions that you carry out or have carried out on your body.
 - Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- 8.9.2 Your consequential losses of any kind or your actual or alleged legal liability.
- 8.9.3 Venereal or sexually transmitted diseases.
- 8.9.4 HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- 8.9.5 Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
- 8.9.6 War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any

government or public local authority.

8.9.7 Nuclear energy, radiation.

8.10 Specific Conditions Applicable to Cover 8

8.10.1 Change of Occupation

- i. If the insured changes occupation then he/ she must tell the Company in writing within 30 days of the change. If he/ she do not do this, then this insurance will cease as far as the insured person is concerned from the date that e/ she changed his/ her occupation.
- ii. If the insured meet with Accidental Bodily Injury before he/ she has told us of a change in occupation and new occupation would have attracted a higher premium, then the payment the Company make will be limited to the amount of insurance that the premium the insured have actually paid would have brought for his/her new occupation

8.10.2 Cumulative Bonus

- i. If the insured renew his/ her Personal Accident Policy with the Company without any break in the Policy Period and there has been no claim in the preceding year, then the Company will increase the Limit of Indemnity by 10% of Sum Assured per annum as Cumulative Bonus,
- ii. The maximum cumulative increase in the Limit of Indemnity will be limited to 5 years and 50% of Sum Assured.
- iii. This clause does not alter the annual character of this insurance or the Company right to decline to renew or to cancel the Policy.

9. COVER: HOSPITAL CASH DAILY ALLOWANCE

9.1 In the event of Accidental Bodily Injury or Illness first occurring or manifesting itself during the Policy Period and causing the Insured's or the Named Insured's Hospitalisation within the Policy Period, the Company will pay:

9.1.1 The Daily Allowance for each continuous and completed period of 24 hours of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Illness, or

9.1.2 Two times the Daily Allowance for each continuous and completed period of 24 hours required to be spent by the Insured or Named Insured in the Intensive Care Unit of a Hospital during any period of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Illness for a maximum period of 7 days for each hospitalisation.

9.2 Specific Exclusions Applicable to Cover 9

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

9.2.1 Pre-existing disease: Any medical condition or complication arising from it which existed before the commencement of the Policy Period, or for which care, treatment or advice was sought, recommended by or received from a Physician or for which a claim has or could have been made under any earlier policy.

9.2.2 Any treatment not performed by a Physician or any treatment of a purely experimental nature.

9.2.3 Any and all variants of the condition commonly referred to as Cancer, except in case of invasive malignant melanoma.

9.2.4 Any routine or prescribed medical check up or examination. Medical Expenses relating to any hospitalisation for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness or accidental Bodily Injury for which hospitalisation is required

9.2.5 Any Illness that has been classified as an Epidemic by the Central or State Government.

9.2.6 Illness requiring Hospitalisation within the first 30 days from the commencement date of the Policy Period unless the Policy is renewed without interruption and with the Company.

9.2.7 Without prejudice to Exclusion 1 above, the treatment of cataracts, benign prostatic hypertrophy, hysterectomy, menorrhagia, fibromyoma, D&C, endometriosis, hernia of all types, hydrocele, fistulae, haemorrhoids, fissure in ano, stones in the urinary and biliary systems, surgery on ears, tonsils or sinuses, skin and all internal tumours/cysts/nodules/polyps of any kind including breast lumps, gastric or duodenal ulcer, backache, prolapsed intervertebral disc during the first year of a series of Daily Hospital Allowance Policies renewed with the Company without interruption.

9.2.8 Circumcision, cosmetic or aesthetic treatments of any description change of life surgery or treatment, plastic surgery (unless necessary for the treatment of Illness or accidental Bodily Injury

- as a direct result of the insured event and performed within 6 months of the same).
- 9.2.9 Dental treatment or surgery of any kind unless necessitated by Accidental Bodily injury.
 - 9.2.10 Convalescence, general debility, nervous or other breakdown, rest cure, congenital diseases or defect or anomaly, sterility, sterilization or infertility (diagnosis and treatment), any sanatoriums, spa or rest cures or long term care or hospitalisation undertaken as a preventive or recuperative measure.
 - 9.2.11 Self afflicted injuries or conditions (attempted suicide), and/or the use or misuse of any drugs or alcohol.
 - 9.2.12 Any sexually transmitted diseases or any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type or any Syndrome or condition of a similar kind commonly referred to as AIDS.
 - 9.2.13 Any diagnosis or treatment arising from or traceable to pregnancy (whether uterine or extra uterine), childbirth including caesarean section, medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born.
 - 9.2.14 Hospitalisation for the sole purpose of traction, physiotherapy or any ailment for which hospitalization is not warranted due to advancement in medical technology
 - 9.2.15 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
 - 9.2.16 Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
 - 9.2.17 Any natural peril including but not limited to avalanche, earthquake, volcanic eruptions or any kind of natural hazard.
 - 9.2.18 Participation in any hazardous activity.
 - 9.2.19 Radioactive contamination.
 - 9.2.20 Non-allopathic treatment.
 - 9.2.21 Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.
- 9.3 **Specific Condition Applicable to Cover 9**
- 9.3.1 **Basis of Claim Payment**
- i. The payout under this policy is on benefit basis.
 - ii. In respect of any period of Hospitalisation for which the Company is liable to make payment under Operative Part 9.1.2, the Company shall have no liability to make payment under Operative Part 9.1.1.
 - iii. A continuous and completed period of less than 24 hours of Hospitalisation consequent upon an insured event shall be deemed to be a continuous and completed period of 24 hours if such period extends to at least 12 hours and also includes 0300 hours
 - iv. We shall make payment in Indian Rupees only.
- 9.4 **Special Conditions Applicable to Cover 8 (Personal Accident) and Cover 9 (Hospital Cash Allowance)**
- 9.4.1 **Making a Claim**
- If the Insured's meet with any Accidental Bodily Injury/ Illness that may result in a claim, then as a condition precedent to our liability:
- i. **Insured** or someone claiming on **Insured's** behalf must inform us in writing immediately and in any event within 14 days.
 - ii. Insured must immediately consult a **Doctor/ Medical Practitioner** and follow the advice and treatment that he recommends.
 - iii. Insured must take reasonable steps to lessen the consequences any claim that may be made under this Policy
 - iv. At Company's cost, Insured must have himself/herself examined by Company's medical advisors, if the Company ask for this, and as often as the Company considers this to be necessary.
 - v. Insured or someone claiming on Insured's behalf must promptly give Company the documentation and other information the Company ask for to investigate the claim or

Company's obligation to make payment for it.

- vi. In event of Insured 's death, someone claiming on Insured 's behalf must inform the Company in writing immediately and send Us a copy of the post mortem report (if any) within 14 days.
*Note: Waiver of conditions (i) and (vi) may be considered in extreme cases of hardship where it is proved to Company's satisfaction that under the circumstances in which Insureds were placed, it was not possible for the Insured or any other person to give notice or file claim within the prescribed time limit.

9.4.2 List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any(Only if Post Mortem is conducted).
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Partial /Total Disablement /Temporary Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from concerned government medical authority stating percentage of disability.
- Attested copy of FIR
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- Claim form with NEFT details & cancelled cheque duly signed by Insured Original Policy copy.

c) Children's Education Bonus

- Bonafide certificate from School / college or certificate from the educational institute

d) Hospital Confinement Cover/ Medical Expenses Reimbursement/ Hospital Cash Daily Allowance

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Hospital bill giving detailed break up of all expense heads mentioned in the bill. Clear breakups have to be mentioned for OT Charges, Doctor's Consultation and visit charges, OT Consumables, transfusions, room rent etc.
- Money receipt, duly signed with a revenue stamp
- All original laboratory and diagnostic test reports. eg X Ray, ECG, USG, MRI Scan, Haemogram etc
- Other documents as may be required by Bajaj Allianz to process the claim

9.4.3 Paying a claim

- i. Insured agree that the Company need only make payment when Insured or someone claiming on Insured's behalf has provided the Company with necessary documentation and information.
- ii. The Company will make payment to Insured or Insured's **Nominee**. If there is no **Nominee** and Insured is incapacitated or deceased, The Company will pay Insured's heir, executor or validly appointed legal representative and any payment The Company makes in this way will be a complete and final discharge of The Company's liability to make payment.
- iii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, The Company shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment, The Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the

beginning of the financial year in which the claim is reviewed by it.

- iv. However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
- v. If The Company for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to Insured in writing within 30 days of the receipt of documents. Insured may take recourse to the Grievance Redressal procedure stated in the document.

9.4.4 Free Look Period (Applicable Only in case of New Policy)

The Insured has a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Cover. If the Insured has any objections to any of the terms and conditions, the Insured has the option of cancelling this cover stating the reasons for cancellation. If the insured has not made any claim during the Free look period, the Insured shall be entitled to refund of premium subject to,

- a deduction of the expenses incurred by the Company on the Insured’s medical examination, stamp duty charges and if the risk has not commenced
- If the risk has commenced the stamp duty charges, medical examination charges & proportionate risk premium for period on cover would be deducted.
- Where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

9.4.5 Portability Condition

Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail health insurance policies of other non-life insurers. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases. **Group Policies:** As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were insured under a Group Health Policy of Bajaj Allianz. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Health Policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular customer leaving the group on account of resignation/ retirement (applicable for employer-employee relationships) or termination of relationship with the Group Administrator (applicable for non-employer-employee relationships). The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases.

9.4.6 Withdrawal of Covers

There is a possibility of withdrawal of these covers at any time in future, with appropriate approval from IRDAI, as We reserve Our right to so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this cover, at the time of Your seeking renewal of this cover, You can choose, among Our available similar and closely similar Health insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDAI.

Provided however, if You do not respond to Our intimation regarding the withdrawal of the cover/ product under which this Policy is issued, then this cover shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You and also subject to Portability condition.

9.4.7 Sum Insured Enhancement:

The Insured member can apply for enhancement of Sum Insured at the time of renewal. You can apply for enhancement of Sum Insured by submitting a fresh proposal form to the company.

10. COVER: FIDELITY GUARANTEE

- 10.1 The Company will provide an indemnity in respect of direct pecuniary loss sustained by the Insured and first committed during the Period of Insurance in consequence of any deliberate fraudulent or dishonest act of an Employee, provided that:
- 10.1.1 Such loss is committed during the course of the Business, and
 - 10.1.2 Such loss is committed by the Employee with the primary intention to obtain personal financial gain, and
 - 10.1.3 Such loss is first discovered during the Policy Period, and
 - 10.1.4 The Company's liability to indemnify is subject to the Deductible, the Employee Sum Insured and the Limit of Indemnity.
- 10.2 **Special Conditions Applicable to Cover 10**
- 10.2.1 It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:
- 10.2.1.1 immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
 - 10.2.1.2 take all reasonable steps to minimise the quantum of any claim that may be made and/or any further loss that might arise, and
 - 10.2.1.3 immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
 - 10.2.1.4 within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
 - 10.2.1.5 expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
- 10.2.2 In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be. This clause will have no effect in the case of continuous renewal of the policy.
- 10.2.3 If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other employees, then the liability of the Company shall stand reduced in the same proportion as the number of Employees bears to the number of employees involved in causing the said loss.
- 10.2.4 Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.
- 10.2.5 In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
- 10.2.6 The insurance provided by this Policy shall be deemed cancelled in respect of any Employee:
- 10.2.6.1 immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
 - 10.2.6.2 Immediately upon the Company and/or the Insured giving written notice of the same.
- 10.3 **Special Exclusions Applicable to Cover 10**
- The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 10.3.1 any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
- 10.3.2 any legal liability of any kind;
- 10.3.3 any fraudulent or dishonest act of an Employee not discovered within 12 months (subject to condition 10.2.2) of the date upon which such Employee ceased to be an employee of the Insured for any reason;
- 10.3.4 any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter giving rise to a Claim under this Policy;
- 10.3.5 any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.
- 10.4 The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
 - 10.4.1 the Insured carries on any business other than the Business, and/or
 - 10.4.2 there is any material change in the facts and matters stated in the Insured's proposal, and/or
 - 10.4.3 the duties or terms of service of Employees differ from those described in the proposal, and/or
 - 10.4.4 the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal,

11. COVER A: PUBLIC LIABILITY

- 11.1 The Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.
- 11.2 The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any claim or in Defence Costs will reduce the Limit of Indemnity.
- 11.3 **Special Conditions Applicable to Cover 11**
 - 11.3.1 It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall immediately and in any event within 14 days give the **Company** written notice, to the address specified in the **Schedule** for this purpose, of:
 - 11.3.1.1 any claim made against the **Insured** during the **Policy Period**; and/or
 - 11.3.1.2 any circumstance occurring during the **Policy Period** which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the **Policy Period**, and
 - 11.3.1.3 shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the **Company**, which shall be entitled (but in no case obliged) to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any claim, for which purpose the **Insured** shall give all the information, documentation, records and other assistance that the **Company** and/or its representatives may reasonably require. Having taken over the defence of any claim, the **Company** may in its sole and absolute discretion relinquish the same.
 - 11.3.2 The **Company** will not settle any claim without the consent of the **Insured**. If, however, the **Insured** refuses to consent to any settlement recommended by the **Company** and elects to contest or continue any legal proceedings then the liability of the **Company** shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
 - 11.3.3 In respect of any claim, the **Company** may in its sole and absolute discretion make a payment to the **Insured** (inclusive of **Defence Costs**) of the amount available under the **Limit of**

Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the **Company** to the **Insured** under this **Policy** in respect of that claim.

11.3.4 If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the **Insured** and the **Company** should disagree as to when the **Bodily Injury** or the **Property Damage** happened:

11.3.4.1 The **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;

11.3.4.2 **Property Damage** shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

11.4 Special Exclusions Applicable to Cover 11

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 11.4.1 Any agreed assumption of risk by the **Insured**, save to the extent that liability would have attached in the absence of such agreement;
- 11.4.2 Any accident arising out of the deliberate, wilful or intentional non-compliance with any statutory provision;
- 11.4.3 Any bodily injury of any person under a contract of employment or apprenticeship with the **Insured**, or the **Insured's** contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;
- 11.4.4 The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
- 11.4.5 The infringement of plans, copyrights, patents, trade names, trade marks or registered designs;
- 11.4.6 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom;
- 11.4.7 The ownership possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - 11.4.7.1 Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - 11.4.7.2 Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - 11.4.7.3 Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - 11.4.7.4 Claims arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.
- 11.4.8 The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft;
- 11.4.9 The transportation of materials and/or hazardous or dangerous substances outside the **Insured's Premises**;
- 11.4.10 Damage to property belonging to third parties that is rented, leased or hired or under hire purchase or on loan to the **Insured**. An indemnity shall however be provided for Claims arising out of accidental damage to the **Insured Premises** or the **Contents** thereof, that are temporarily occupied by the **Insured** for working thereon, but only to the extent the **Insured** is held legally liable for the same independently of any specific agreement relating to the use of the same;
- 11.4.11 Damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or working for the **Insured**. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the **Insured's Premises** with the **Insured's** consent;
- 11.4.12 The deliberate, conscious or intentional disregard by the **Insured's** management of the need to take all reasonable steps to prevent **Bodily Injury** and/or **Property Damage**;
- 11.4.13 Bodily Injury and/or Property Damage occurring prior to the retroactive date (if any) specified in the **Schedule**;
- 11.4.14 Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other

- statute or law which attaches liability on a no fault basis;
- 11.4.15 **Pollution** of any kind;
- 11.4.16 Any product;
- 11.4.17 Any claim made, threatened or intimated against the **Insured** prior to the **Policy Period**;
- 11.4.18 Any claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the **Company** or not); or of which the **Insured** first became aware prior to the **Policy Period** and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim**;
- 11.4.19 Liability more specifically insured elsewhere;
- 11.4.20 Any claim made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal;
- 11.4.21 Any claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance;

COVER 11 B- WORKMEN'S COMPENSATION ACT

- 11.5 If at any time during the Period of Insurance any Employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the law(s) set out in the Schedule or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.
Provided always that in the event of any change in the law(s) or the substitution of other legislation therefor this **Policy** shall remain in force but the liability of the **Company** shall be limited to such sum as the **Company** would have been liable to pay if the law(s) had remained unaltered.
- 11.6 **Special Exclusions applicable to Cover 11 B**
The **Company** shall not be liable under the **Policy** in respect of :
- 11.6.1 any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power;
- 11.6.2 the **Insured's** liability to employees of contractors to the **Insured**;
- 11.6.3 any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 11.6.4 any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

B DEFINITIONS (UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. **Accident, Accidental** –An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Bodily Injury /Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
3. **Business** means the business of the **Insured** specified in the **Schedule**.
4. **Burglary** means theft following the unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means.
5. **Contents** means the items specified in the **Schedule**.
6. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.
This clause shall not apply to any Benefit offered on fixed benefit basis.
7. **Daily Allowance** means the amount and period specified in the Schedule.
8. **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements

negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.

9. **Deductible** means the amount stated in the **Schedule** which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.
10. **Defence Costs** means the expenses incurred by or on behalf of the **Insured** or the **Company** in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
11. **Electronic Equipment** mean the items specified in the **Schedule** and which are contained or fixed at or in the **Insured Premises**.
12. **Employee Sum Insured** means the amount specified in the **Schedule** against the name of an **Employee** which, subject to the **Limit of Indemnity**, shall be the **Company's** maximum liability for any and all claims in respect of that **Employee**.
13. **Employee** means, for the purposes of Cover 8 (Fidelity) the category of employees named in the **Schedule** and/or persons who have entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a causal nature and/or who are employed other than for the purposes of the **Business**. Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a causal nature and/or who is employed other than for the purposes of the **Business**.
14. **External Data Media** means the items as specified in the **Schedule** which are fixed at or located in the **Insured Premises** and which are used solely in the course of the **Business**.
15. **Hospital**
A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - has qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in- patient beds in all other places;
 - has qualified medical practitioner(s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
16. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
17. **Illness**
Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
 - a) **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
 - b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
18. **Insured** means the person or organisation named in the **Schedule**.
19. **Insured Premises** means the property named in the **Schedule** from which the **Insured** operates his Business.
20. **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a point In

- Transit** by the **Insured** or an **Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a point **In Transit** by the **Insured** or an **Employee** until delivered to the bank and/or the **Insured Premises** and/or a point **In Transit** by the **Insured** or an **Employee**.
21. **Limit of Indemnity** means the amount stated in the **Schedule**, which shall be the **Company's** maximum liability under this **Policy** (inclusive of **Damages** and/or **Defence Costs**, and regardless of the number of Insureds or claimants or the total number or amount of **Claims** made against the Insured) for any one **Claim** and in the aggregate for all **Claims** made against the **Insured** during the **Policy Period**.
 22. **Medical Practitioner/ Physician/Doctor:**
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
 23. **Named Insured/Insured** for the purposes of Cover 9: Personal Accident means the person or persons named in the **Schedule**.
 24. **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
 25. **Nominee** is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
 26. **Office Equipment** means the items as specified in the **Schedule** which are fixed at or located in the **Insured Premises** and which are used solely in the course of the **Business**.
 27. **Period of Insurance** means the period between the **Retroactive Date** and the expiry date specified in the **Schedule** and, if no **Retroactive Date** is specified, then the **Policy Period**.
 28. **Permanent Total Disability**
Medical practitioner certified total, continuous and permanent:
 - loss of the sight of both eyes
 - physical separation of or the loss of ability to use both hands or both feet
 - physical separation of or the loss of ability to use one hand and one foot
 - loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
 29. **Permanent Partial Disability**
Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified
 30. **Plate Glass** means the glass described in **Schedule**.
 31. **Policy** means the proposal, the **Schedule**, the **Policy** document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
 32. **Policy Period** means the period between the commencement date and the expiry date shown in the **Schedule**.
 33. **Portable Computer** means the items specified in the **Schedule**.
 34. **Portability**
Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
 35. **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
 36. **Property Damage** means actual physical damage to tangible material property belonging to a third person.
 37. **Qualified nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
 38. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
 39. **Retroactive Date** means the date specified in the **Schedule**.
 40. **Robbery** means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant

death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by so putting in fear, induces the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint. The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.

41. **Safe** means a strong cabinet within the **Insured Premises** designed for the safe and secure storage of valuable items, and access to which is restricted.
42. **Schedule** means the **Schedule** attached to and forming part of this **Policy**.
43. **Strong Room** means a room within the **Insured Premises** designed for the secure storage of money, and access to which is restricted.
44. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
45. **Sum Insured** means the amount stated in the **Schedule**, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the **Insureds** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Insured** relates during the **Policy Period**.
46. **Unproven/Experimental** treatment is treatment, including drug Experimental therapy, which is based not on established medical practice in India, is treatment experimental or unproven.
47. **Valuables** means:
 - gold or silver or any precious metals or articles made from any precious metals;
 - watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
48. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule
49. **We, Our, Ours, Us** means the BAJAJ GENERAL INSURANCE LIMITED

C. GENERAL EXCLUSIONS (UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

Save as expressly stated to the contrary, and in addition to the Special Exclusions stated for any individual Cover, no cover is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 2 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 3 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- 5 Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 6 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
- 7 Liability more specifically insured elsewhere.
- 8 Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

- 9 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.

D. GENERAL CONDITIONS (UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** and, where applicable, the **Named Insured** shall be a condition precedent to any liability of the **Company** under this **Policy**.

2 Reasonable Care

2.1 The **Insured** shall:

2.2 take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;

2.3 take all reasonable steps to prevent a claim from arising under this **Policy**;

2.4 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

2.5 When the **Insured Premises** are left unattended or unoccupied ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3 Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for in the Special Conditions applicable to a particular Cover, it is a condition precedent to the **Company's** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:

3.1 the **Insured** shall immediately and in any event within 14 days give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and

3.2 the **Insured** shall, if advised to do so by the **Company**, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and

3.3 the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and

3.4 the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and

3.5 the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require. Defence costs incurred by the **Company** or on behalf of the **Insured** shall reduce the **Sum Insured**.

4 Basis of Claim Payment (Applicable for Covers where not exclusively mentioned; Not Applicable to any Legal Liability claim)

4.1 Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost then the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore the item aforementioned to its state immediately prior to the happening of the insured event.

4.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs. The **Company** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

4.3 If the value of the **Insured Premises** and **Contents** hereby insured shall at the time of any insured

event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

- 4.4 On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured.
- 4.5 If the Company, for any reasons, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document.
- 4.6 In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment.

5 Contribution

If, at the time of any claim, there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6 Subrogation

The **Insured** and any claimant under this **Policy** shall at the expense of the **Company** do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the **Company** for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the **Company** shall be or would become entitled or subrogated upon the **Company** 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 the **Insured's** indemnification by the **Company**.

7 Fraud

If the **Insured** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

8 Cancellation

i. Cancellation by You at any time

- a. You can cancel this Policy at any time by giving Us 15 days' notice in writing. The Policy will terminate upon expiry of 15 days' notice in writing after We receive Your notice.
- b. If You cancel the Policy, We will refund premium as follows:

Cancellation Period (Days)	Refund Amount as percentage of Annual Premium
Up to 7 Days	100%
8 to 270 days	Pro Rata
271 to 365 days	0%

Note: No premium refund shall be made in respect of Policy on which claim has been lodged by the Insured or a person on behalf of the Insured, whether such claim was admitted or repudiated.

ii. Cancellation by Us

This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 15 days written notice. and in such event if no claim has been made then the **Company** shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. Normally, We will not cancel the Policy during the Policy Period except on the grounds of mis-representation, non-disclosure/suppression of material facts, fraud, if any false/fraudulent claim is made, statement, undertaking or declaration is made or used or non-co-operation of the Insured. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled. In cases of cancellation of Policy by Us on grounds of misrepresentation, fraud, non-disclosure of material facts, or for false/fraudulent claim, statement, undertaking or declaration is made or used, premium shall be forfeited and no refund of premium shall be made by the **Company**.

9 Renewal Clause

- i. Under normal circumstances, renewal will not be refused except on the grounds of Insured's moral hazard, misrepresentation or fraud.
- ii. Renewal Condition applicable for Cover 8 (Personal Accident) and 9 (Hospital Cash Daily Allowance): In case of Our own renewal, a grace period of 30 days is permissible and the Policy will be considered

as continuous. However, any accident/ injury/ illness contracted during the break period will be not be admissible under the policy.

iii. On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.

10 **Revision/ Modification of the policy:**

There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/ modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect

11 **Notices**

Any and all notices and declarations for the attention of the **Company** shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.

Any and all notices and declarations for the attention of the **Insured** shall be posted to the **Insured's** address stated in the **Schedule**.

12 **Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The Covers headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

13 **Entire Contract**

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

14 **Territorial Limits**

This **Policy** covers insured events arising during the **Policy** Period within India (save in respect of Coves 6 and 9). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

TERRORIST DAMAGE EXCLUSION WARRANTY: (NOT APPLICABLE TO COVER 1)

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature indirectly 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 endorsement an act of terrorism means an act, 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension to influence any government and/or to put the public, or any section of the public in fear.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

GRIEVANCE REDRESSAL PROCEDURE

Bajaj Allianz General Insurance has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

Level 1
 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options:

- Our Website @ <https://bajajgeneralinsurance.com/Corp/aboutus/general-insurance-customer-service.jsp>
- Call us on our Toll free no 1800 209 5858
- Mail us on careforyou@bajajgeneral.com
- Write to BAJAJ GENERAL INSURANCE LIMITED (Formerly known as Bajaj Allianz General Insurance Co. Ltd.)
 Bajaj Insurance House, Airport Road, Yerawada, Pune - 411006

Level 2

In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer Mr. Jerome Vincent at ggro@bajajgeneral.com

Level 3

If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back

If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head.customerservice@bajajgeneral.com

Grievance Redressal Cell for Senior Citizens

Bajaj Allianz introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajgeneral.com

In case your complaint is not fully addressed by the insurer, you may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI or call 155255. Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.

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

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Insurance Ombudsman 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@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
DELHI - Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

<p>GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..</p>
<p>MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).</p>

<p>NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

“List of Ombudsman offices established by the Central Government for redressal of grievance are also available at <https://www.cioins.co.in/Ombudsman>”

Note: Address and contact number of Governing Body of Insurance Council:

Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W), Mumbai - 400 054.

E-mail: inscoun@cioins.co.in, **Tel:** 022 -69038800/69038812, **Website:** <https://www.cioins.co.in>