

Bajaj Allianz General Insurance Company Limited
GE Plaza, Airport Road, Yerewada, Pune-411006, Reg. no. 113
CIN: U66010PN2000PLC015329

BAJAJ ALLIANZ KVB SURAKSHA PLUS

Policy Wordings

UIN: BAL-OT-P16-62-V01-15-16

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 Assured 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 Assured as specified in the Schedule against each Cover or each sub-limit of the Sum Assured, as the case may be.

Cover 1: Fire and Allied Perils

The Company will indemnify the Insured in respect of loss of or damage to the Contents (excluding valuables) in the Insured Premises specified in the Schedule against:

- 1) Fire, excluding destruction or damage caused to the property insured by:
 - a. Its own fermentation, natural heating or spontaneous combustion
 - b. It's undergoing any heating or drying process
 - c. Burning of property insured by order of any Public Authority
- 2) Lightning
- 3) Explosion/implosion, excluding loss, destruction of or damage:
 - a. To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion
 - b. Caused by centrifugal forces
- 4) Aircraft Damage: Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves
- 5) Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
 - b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority
 - c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same
 - d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act
- 6) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation (excluding those resulting from volcanic eruption or other convulsions of nature)
- 7) Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
 - a. The Insured or any occupier of the premises or
 - b. Their employees while acting in the course of their employment
- 8) Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:
 - a. The normal cracking, settlement or bedding down of new structures
 - b. The settlement or movement of made up ground
 - c. Coastal or river erosion
 - d. Defective designs or workmanship or use of defective materials

- e. Demolition, construction, structural alterations or repair of any property or groundwork's or excavations.
- 9) Bursting and/ or overflowing of Water Tanks, Apparatus and Pipes
- 10) Missile testing operations
- 11) Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by
 - a. Repairs or alterations to the buildings or premises
 - b. Repairs, Removal or Extension of the Sprinkler Installation
 - c. Defects in construction known to the Insured
- 12) Bush Fire, excluding loss, destruction or damage caused by Forest Fire
- 13) Earthquake Fire and Shock

The Company will also indemnify the Insured in respect of the accidental loss of or damage to Contents not insured elsewhere whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to other premises to be used by the Insured or the Insured's family as a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:

- a) Such absence does not exceed 120 days in the aggregate in any one Policy Period, and
- b) The liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Assured hereunder

Specific Exclusions Applicable to Cover 1

The Company shall not be liable in respect of:

- 1) The first 5 % of each and every claim arising out of Act of God perils such as Lightning, Storm, Flood, Tempest, Inundation, Subsidence, Landslide and Rockslide
- 2) loss of or damage to contents of a consumable nature
- 3) loss of or damage to Valuables and/ or jewellery and/or Precious Items, unless specifically stated to the contrary in the Schedule
- 4) loss or damage to livestock, motor vehicles and pedal cycles
- 5) loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up
- 6) expenses necessarily incurred on
 - a. architects, surveyors and consulting engineer's fees and
 - b. debris removal by the Insured following a loss, destruction or damage to the Property insured by an insured perilin excess of 3% and 1% of the claim amount respectively
- 7) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
- 8) loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover

Basis of Loss Settlement

- 1) Where the Insured Premises and/or Contents 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 aforementioned to its state immediately prior to the happening of the loss
- 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 loss
- 3) First loss basis for this section: In the event of loss or damage if the replacement value of the property exceeds the total value declared to the Company, then the liability of the Company will be restricted to the first loss limit as specified in the Schedule under this section

Cover 2: Burglary and Theft

- 1 The Company will indemnify the Insured in respect of loss of or damage to the Insured Premises or Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or theft
- 2 The Company will also indemnify the Insured in respect of the loss of or damage to Contents not insured elsewhere caused by actual or attempted Burglary whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to other premises to be used by the Insured or the Insured's family as a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:
 - a) Such absence does not exceed 120 days in the aggregate in any one Policy Period, and
 - b) The liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Assured hereunder.

Specific Exclusions Applicable to Cover 2

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 1) Any consequential losses
- 2) Any loss or damage caused by actual or attempted Burglary and/or theft where the Insured or any member of the Insured's family is or is alleged to be concerned or implicated
- 3) Loss or damage to livestock, motor vehicles and pedal cycles
- 4) Loss or damage to Valuables and/or jewellery and/or Precious Items, unless specifically stated in the Schedule

Basis of Loss Settlement

- 1) Where the Insured Premises and/or Contents 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 aforementioned to its state immediately prior to the happening of the actual or attempted Burglary
- 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 Burglary
- 3) First loss basis for this section: In the event of loss or damage if the replacement value of the property exceeds the total value declared to the Company, then the liability of the Company will be restricted to the first loss limit as specified in the Schedule under this section

Cover 3: Breakdown of Domestic Appliances

The Company will indemnify the Insured against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of domestic appliances whilst contained in or fixed at the Insured Premises, provided that the liability of the Company in respect of any one domestic appliance item in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule.

Specific Exclusions Applicable to Cover 3

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 1) Loss or damage caused by or arising out of the wilful act, error or omission of the Insured or the Insured's family, or wilful gross negligence
- 2) Loss or damage due to faults existing at the time of commencement of this insurance of which the Insured was or should have been aware, and, regardless of whether such faults or defects were known to the Company or not
- 3) Loss or damage caused to any item older than 10 years from the date of manufacture
- 4) Loss or damage for which the manufacturer or supplier of the domestic appliance is responsible under a guarantee or warranty
- 5) The cost of transport of the domestic appliance to and/or from the place of repair
- 6) Loss of or damage to any domestic appliance by perils covered under Cover 1 and 2 of this policy.
- 7) Loss or damage caused by wear and tear
- 8) Loss or damage to mobile phones or similar communication devices and portable equipments.

Basis of Loss Settlement

- 1) Provided that the Sum Assured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

- a. 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 in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation shall be applicable for parts other than those with limited life. Wherever details of equipment/s is/are not specifically declared the maximum payable will be 25% of replacement value of such item irrespective of the year of manufacture
 - b. 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 Assured set against such item in the Schedule, subject to depreciation of 10% per annum from the date of manufacture up to a maximum of 50% depreciation. Wherever details of equipment/s is/are not specifically declared the maximum payable will be 50% of replacement value of such item irrespective of the year of manufacture
- 2) First loss basis for this section: In the event of loss or damage if the replacement value of the property exceeds the total value declared to the Company, then the liability of the Company will be restricted to the first loss limit as specified in the Schedule under this section
 - 3) The Insured shall bear 1% of the Sum Assured set against this section or Rs.500/-, whichever is higher, in respect of each and every claim

Cover 4: Electronic Equipments

The Company will indemnify the Insured against:

- 1) The repair or replacement costs in respect of any Electronic Equipment caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that the liability of the Company in respect of any one Electronic Equipment item in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule, and
- 2) All sums that the Insured may become legally liable to pay as litigation expenses (defence costs if incurred with the Company's prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which the Insured or the Insured's family or employee has no interest, or accidental death of or physical bodily injury to persons other than the Insured, the Insured's family or employee arising out of an accident happening through or in connection with the item of Electronic Equipment or to a breakdown or defect in the same, subject to a limit of Rs.25,000/- for any and all claims in any one Policy Period

Specific Exclusions Applicable to Cover 4

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 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
- 2) Loss or damage for which the manufacturer or supplier is responsible
- 3) Loss or damage caused to any item of Electronic Equipment older than 5 years in the case of computers and accessories and 10 years for other equipments from the date of manufacture
- 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) Any costs incurred in connection with the maintenance of the Electronic Equipment, including parts replaced in the course of such maintenance operations
- 6) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder
- 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 family
- 8) The cost of transporting the Electronic Equipment to and from the place of repair
- 9) Loss of or damage to any Electronic Equipment by perils insurable under Cover 1 and Cover 2 of this Policy
- 10) Loss or damage to mobile phones or other similar communication devices and portable equipments.

Basis of Loss Settlement

- 1) Provided that the Sum Assured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
 - a. 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 in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation shall be applicable other than for parts with limited life. Wherever details of equipment/s is/are not specifically declared the maximum payable will be 25% of replacement value of such item irrespective of the year of manufacture

- b. 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 Assured set against such item in the Schedule, subject to depreciation of 10% per annum from the date of manufacture up to a maximum of 50% depreciation. Wherever details of equipment/s is/are not specifically declared the maximum payable will be 50% of replacement value of such item irrespective of the year of manufacture
- 2) First loss basis for this section: In the event of loss or damage if the replacement value of the property exceeds the total value declared to the Company, then the liability of the Company will be restricted to the first loss limit as specified in the Schedule under this section
 - 3) The Insured shall bear the first 10% or Rs.2500/- (whichever is higher) of any claim concerning computers, and the first 10% or Rs.500/- (whichever is higher) of any claim concerning any other item of Electronic Equipment

Cover 5: Baggage

The Company will indemnify the Insured and/or the Insured's family in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's family or for which the Insured is responsible whilst travelling anywhere in India as specified in the Schedule.

Specific Exclusions Applicable to Cover 5

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 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 family
- 2) Loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected
- 3) Loss or damage caused by moth, mildew or vermin
- 4) Loss or damage caused by mechanical derangement or over winding of watches and clocks
- 5) 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) Loss or damage whilst being conveyed by any carrier under contract of affreightment
- 7) Loss of or damage to jewellery or Valuables
- 8) Loss of or damage to article which did not form part of the Contents of the baggage when the journey commenced unless specifically declared and accepted by the Company
- 9) Loss or destruction of or damage to baggage of a consumable nature
- 10) 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
- 11) 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
- 12) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides

Basis of Loss Settlement

- 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 Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event
- 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 Assured

Cover 6: LOST WALLET COVER

We will cover You for the following when Your wallet is lost or stolen

- 1) Replacement costs for the lost or stolen wallet as well as the Personal Papers and payment card that were in the wallet
- 2) Application fees for applying for new Personal Papers and/or payment cards

The coverage is limited to a maximum amount of Rs. 2500 for any one loss and Rs.5000/- in any one year.

Specific Conditions Applicable to Cover 6

- 1) An official police report is a mandatory document for lodging a claim under this cover

- 2) In the event of a covered loss:
 - a) You should inform Us within 24 hours of discovering the loss to make a claim.
 - b) A police report has to be filed within 24 hours of discovering the loss
 - c) The claims form and accompanying documents must be returned to **Us** within 3 days of making the original claim.

Specific Exclusions applicable to Cover 6

- 1) Money, cheques, transportation tickets, or other similar items that were in the lost or stolen wallet other than your Personal papers and payment cards
- 2) losses that are caused by any events other than lost or stolen, such as fire, water damage, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs or similar events
- 3) accidental damage to your wallet and items inside
- 4) any fraudulent/unauthorized charges on the lost or stolen payment cards
- 5) any identity theft related costs that are caused by lost or stolen papers or payment cards

If **You** do not agree whether any of these exclusions apply to **Your** claim, **You** agree to accept the burden of proving that they do not apply.

Cover 7: ATM WITHDRAWAL ROBBERY COVER

- 1) **ATM Robbery** –You shall be reimbursed the money You withdrew from any ATM in India using Your ATM card against a robbery event that occurs within 15 minutes of the withdrawal of the money . The liability under this cover is limited to Rs.10000 for any one loss and Rs.30000 in any one year.
- 2) **Bodily Injury**- You shall be reimbursed the actual medical expenses, subject to a maximum of Rs.10000 in the aggregate during the policy period, incurred by You for immediate medical treatment of the bodily injury arising out of a Robbery that is covered by Our ATM Withdrawal Robbery coverage.

Specific Conditions Applicable to Cover 7

- 1) You must provide an official police report that indicates the incident happened within the covered time frame
- 2) In the event of a covered loss:
 - a) You should inform us within 24 hours of discovering the loss to make a claim.
 - b) A police report has to be filed within 24 hours of discovering the loss
 - c) The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.

Specific Exclusions Applicable to Cover 7

We will not be liable to indemnify You for the following events:

- 1) Damages and/ or liabilities to any third parties
- 2) Damages or losses to anything other than the money You withdrew from Your account from the ATM.
- 3) Damages and/ or liabilities that happened before or after the covered robbery period
- 4) Charges for emergency first aid to anyone other than You.

If **You** do not agree whether any of these exclusions apply to **Your** claim, **You** agree to accept the burden of proving that they do not apply.

Cover 8: KEYS & LOCKS REPLACEMENT COVER

- 1) **Key Replacement:** You shall be indemnified the cost of replacing the residence and/or Your vehicle keys and/ or Your KVB Bank Locker Keys which are lost or stolen. The covered cost is limited to the money You paid to a locksmith/ Bank to produce/ replace new key, subject to maximum of Sum Insured provided in the Policy Schedule.
- 2) **Break in Protection:** You shall be indemnified the cost of replacing your locks and keys if Your residence or Your vehicle is broken into. The covered costs include the labour cost for replacing the lock, subject to maximum of Sum Insured provided in the Policy Schedule.
- 3) **Lock Out Reimbursement:** You shall be indemnified the cost of obtaining a locksmith if You are locked out of Your residence or Your vehicle due to the loss or theft of your keys, subject to maximum of Sum Insured provided in the Policy Schedule.

- 4) **Rental Car reimbursement:** You shall be indemnified the reasonable cost of a rental car, if Your vehicle keys are lost or stolen and it will take more than 24 hours to replace them, subject to maximum of Sum Insured provided in the Schedule.

Specific Conditions applicable to Cover 8

- 1) An official police report is a mandatory document for Break In Protection claims
- 2) In the event of a covered loss:
 - a) You should inform us within 24 hours of discovering the loss to make a claim.
 - b) A police report has to be filed within 24 hours of discovering the loss
 - c) The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.

Specific Exclusions Applicable to Cover 8

We will not be liable to indemnify You for the following events:

- 1) Costs associated with lost or stolen keys for a residence other than that of Your primary residence, the address of which has been declared to Us in the proposal form
- 2) The cost to replace keys to vehicles not belonging to You

If **You** do not agree whether any of these exclusions apply to **Your** claim, **You** agree to accept the burden of proving that they do not apply.

B DEFINITIONS

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. "Policy Period" means the period between and including the commencement date and the expiry date shown in the Schedule
2. "Insured" means the person named in the Schedule
3. "Insured Premises" means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes
4. "Schedule" means the Schedule attached to and forming part of this Policy
5. "Burglary" means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from
6. "Contents" means the items specified in the Schedule
7. "Valuables" means:
 - a. gold or silver or any precious metals or articles made from any precious metals
 - b. 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
 - c. deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument
8. "Policy" means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period
9. "Sum Assured" means the amount stated in the Schedule, which is the maximum amount (regardless of the number of amount of claims made or the number of the Insured 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 Assured relates during the Policy Period
10. "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
11. "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
12. "Electronic Equipment" shall mean the items as specified in the Schedule and which are contained or fixed at or in the Insured Premises. It will include Television, Desktop Personal Computer, DVD Players, Music System, Home Theatre and such other Electronic Equipments.

13. "Domestic Appliances" shall mean the items as specified in the Schedule and which are contained or fixed at or in the Insured Premises. It will include Refrigerator, Washing Machine, Dish Washer, Micro Oven, Water Purifier, Vacuum Cleaner and such other Domestic Appliances. Air Conditioner is excluded under the Policy.
14. "Precious Items" means the items specified in the Schedule
15. "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.
16. "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.
17. Personal Papers: Identification documents issued by your country, state including but not limited to your driver's license and passport
18. We, Us, Our, Ours means the Bajaj Allianz General Insurance Company Limited.
19. You, Your, Yourself named in the schedule means the person or persons that We insure as set out in the Schedule

C EXCLUSIONS APPLICABLE TO ALL COVERS

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:

- 1) 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
- 2) Loss or damage caused by depreciation or wear and tear
- 3) Consequential loss of any kind or description
- 4) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self- sustaining process of nuclear fission)
- 5) Any act of terrorism

For the purpose of this exclusion, act of terrorism shall mean an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organization(s) or association(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organization(s) or association(s) are or are not banned by any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or fire arms or other lethal weapons or by any other means whatsoever, with intend to cause, or likely to cause, death of, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defense of India or in connection with any other purposes of the Government of India, any State Government or any of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.

Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

D GENERAL CONDITIONS APPLICABLE TO ALL COVERS

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/or the Insured's family shall be a condition precedent to any liability of the Company under this Policy.

2 Reasonable Care

The Insured shall:

- a) Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event
- b) Take all reasonable steps to prevent a claim from arising under this Policy
- c) 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
- d) When the Insured Premises are left unattended 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

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:

- a) 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
- b) In respect of Section 2, and any other claim under any other Section as advised 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
- c) 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
- d) 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
- e) 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

4 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.

5 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.

6 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.

7 Cancellation

- a) 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 the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. 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. Under normal circumstances, the Company will not cancel the policy except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.
- b) This Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. The Company will refund premium as per the short period scale set out below:

Table of Short Period Rates	
Period of Risk	Amount of Premium to be Retained by the Company
For a period not exceeding 15 days	10% of the Premium Amount
For a period not exceeding 1 month	15% of the Premium Amount
For a period not exceeding 2 months	30% of the Premium Amount
For a period not exceeding 3 months	40% of the Premium Amount
For a period not exceeding 4 months	50% of the Premium Amount
For a period not exceeding 5 months	60% of the Premium Amount
For a period not exceeding 6 months	70% of the Premium Amount
For a period not exceeding 7 months	75% of the Premium Amount
For a period not exceeding 8 months	80% of the Premium Amount
For a period not exceeding 9 months	85% of the Premium Amount
For a period exceeding 9 months	The full Premium Amount

No refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

8 Dispute Resolution

- a) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996
- b) It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained
- c) The applicable law in and of the arbitration shall be Indian law
- d) The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded
- e) It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained
- f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts

9 Notices

- a) 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
- b) Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule

10 Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section 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.

11 Entire Contract

The 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

12 Territorial Limits

This Policy covers insured events arising during the Policy Period within India. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

13 Maintenance of Sum Assured

The Insured agrees that the Sum Assured reflects and shall be maintained at a level representing the replacement value of any property insured under this Policy, and in the case of buildings this shall mean the complete rebuilding cost (inclusive of all fees and expenses).

No reinstatement of Sum Assured would be applicable after claim has been made and the amount being paid for the remaining period of Policy from the date of loss in respect of all the sections of the Policy.

14 Resolving Issues

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

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:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 (O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011 (O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017

of Chandigarh	(O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018 (O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajashthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002 (O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (O) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001. (O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 (O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

Note: Address and contact number of Governing Body of Insurance Council:
 Secretary General - Governing Body of Insurance Council
 Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
 Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,
 E-mail ID: inscoun@vsnl.net