

KITCHEN SURAKSHA INSURANCE PLAN

POLICY DOCUMENT

UIN: BAL-OT-P13-44-V01-13-14

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.

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 Section but only up to the Sum Insured or Limit of Indemnity as specified in the Schedule against each Section or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

DEFINITIONS APPLICABLE TO ALL SECTIONS

The words and phrases listed have the special meanings We have set out below whenever they appear in this Policy in bold type and Initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **Accident** or Accidental means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **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.
3. **Day care treatment** refers to medical treatment, and/or surgical procedure which is:
 - i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
 - ii. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.
4. **Dependent Child** refers to a child (natural or legally adopted) up to the age of 19 years and studying at an accredited educational institution, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
5. **Disclosure of information norm** refers that the Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis- description or non-disclosure of any material fact.
6. **Family members** refers to spouse, children, parents, parents in laws and/ or any other close relative residing with the Insured at Insured Residential Premises
7. **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefit such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
8. **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.
9. **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 24 consecutive hours.
10. **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.
11. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
 12. **Injury/ Bodily 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.
 13. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in the Schedule to this Policy and on whose name the domestic LPG connection has been allotted by the Gas distribution company. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
 14. **Insured Residential Premises** shall mean the residential address stated in the policy schedule in which the domestic LPG cylinder has been installed and in use.
 15. **Limit of Indemnity** represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and means the amount stated in the Schedule against each Cover.
 16. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
 17. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
 18. **Medical Practitioner / Doctor** 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.
 19. **Medically necessary** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
 - is required for the medical management of the illness or injury suffered by the insured;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a medical practitioner,
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
 20. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured.
 21. **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.
 22. **Permanent Partial Disability** means Disability Certificate from Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability
 23. **Permanent Total Disability** means Disability Certificate from Civil Surgeon of Government Hospital stating the 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
 24. **Policy** means the Proposal, policy wording, the Schedule, any extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.
 25. **Policy Period** means the period between and including the start and end dates shown in the Schedule
 26. **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.

27. **Pre Existing Disease** means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
28. **Proposal** means the proposal form and other information and documentation supplied to Us in considering whether and on what terms to offer this insurance
29. **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.
30. **Reasonable and Customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the injury involved
31. **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.
32. **Schedule** refers to the Schedule and any Annexure or Endorsement to it which sets out Your personal details, the type of insurance cover in force and the Sum Insured.
33. **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.
34. **Sum Insured** mean the amount stated in the Schedule, which (unless expressly stated otherwise) is the maximum amount for You for which We will make payment for any and all claims in the aggregate in relation to the Section to which the Sum Insured relates during the Policy Period
35. **Surgery** or Surgical Procedure means manual and/ or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
36. **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
37. **We, Our, Us, Company** means Bajaj Allianz General Insurance Company Limited
38. **You, Your, Yourself** means the person or persons We insure as set out in the Schedule

SECTION 1 – FIRE AND ALLIED PERILS COVER

The Company will indemnify the Insured, up to the cost incurred in the reinstatement or up to the Sum Insured mentioned in the Schedule (whichever is lower), in respect of loss of or damage to Insured building structure and contents within the Insured's residential premises specified in the Schedule against:

1. Fire, excluding destruction or damage caused to the property insured by
 - i. Its own fermentation, natural heating or spontaneous combustion.
 - ii. Its undergoing any heating or drying process.
 - iii. Burning of property insured by order of any Public Authority.
2. Lightning
3. Explosion/implosion, excluding loss, destruction of or damage:
 - i. 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
 - ii. 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:
 - i. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - ii. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - iii. 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.
 - iv. 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:
 - i. the Insured or any occupier of the premises or
 - ii. 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:
 - i. the normal cracking, settlement or bedding down of new structures
 - ii. the settlement or movement of made up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or use of defective materials
 - v. demolition, construction, structural alterations or repair of any property or groundworks 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
 - i. Repairs or alterations to the buildings or premises
 - ii. Repairs, Removal or Extension of the Sprinkler Installation
 - iii. Defects in construction known to the Insured.
12. Bush Fire, excluding loss, destruction or damage caused by Forest Fire
13. Earthquake Fire and Shock

SPECIAL CONDITIONS APPLICABLE TO SECTION 1

1. If the Insured changes his residential address, then the Insured must tell the Company in writing within 30 days of the change of address. If the Insured does not do this, then insurance under this cover will cease as far as the Insured is concerned from the date that the Insured changed his residence.
2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company
 - a. If the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
3. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.
 The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.
 Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1

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:

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the property insured by:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding:
 - a. Pollution or contamination which itself results from a peril hereby insured against

- b. Any peril hereby insured against which itself results from pollution or contamination
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy.
 5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
 6. 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 fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
 7. Expenses necessarily incurred on Architects, Surveyors and Consulting Engineer's Fees, and Debris Removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
 8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 9. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
 10. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
 11. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.
 12. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding a period of 60 days.
 13. Acts of terrorism

CLAIMS PROCEDURE APPLICABLE FOR FIRE & ALLIED PERILS COVER

Upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- 1) the Insured shall immediately and in any event within fifteen (15) 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
- 2) the Insured shall immediately lodge a complaint with the police detailing the damage 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) the Insured shall within fifteen (15) 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
- 4) the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation including the police report and fire brigade report that they might reasonably require.
- 5) In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
 - a) Duly completed claim form;
 - b) Police report;
 - c) Surveyor report/ Investigator Report
 - d) Fire Brigade Report
 - e) All documentation required to support and substantiate the claim amount
- 6) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we 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 insurer 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.
- 7) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated.
- 8) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the

subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

SECTION 2 – PUBLIC LIABILITY COVER

COVERAGE

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defense 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 Defense Costs will reduce the Limit of Indemnity.

The Company will indemnify the Insured against:

- i. his legal liability (including Defense Costs) to pay Damages for third party civil claims of Bodily Injury or Property Damage arising out of the Insured's use, ownership or occupation of the Insured Premises for solely domestic purposes and caused by the negligent act, error or omission of the Insured, the Insured's Family or the Insured's Household Staff, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the Insured or his Family and;
- ii. his legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen's Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained, and
- iii. as the keeper and owner of domestic pets.

SPECIAL CONDITIONS APPLICABLE TO SECTION 2

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:
 - a. any claim made against the Insured during the Policy Period; and/or
 - b. 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
 - c. 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.
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.
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.
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:
 - a. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;
 - b. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 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:

1. Any voluntarily assumed liability unless such liability would have attached to the Insured in the absence of such agreement;
2. Any Accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision.
3. Liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any motor vehicle or trailer for which compulsory insurance is required, save that cover shall be provided for claims arising out of Bodily Injury or Property Damage caused by the loading or unloading of any motor vehicle or trailer beyond the limits of any carriageway or thoroughfare;
4. Liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any watercraft, hovercraft, air- or spacecraft;
5. Any interest and/or penalty imposed on the Insured on account of his failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
6. The transmission of any communicable disease or virus;
7. Occupation or business, trade or employment.
8. 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.
9. Pollution of any kind.
10. Any claim made, threatened or intimated against the Insured prior to the Policy Period.
11. 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.
12. Liability more specifically insured elsewhere.
13. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
14. 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 or acts of terrorism.

CLAIMS PROCEDURE APPLICABLE FOR PUBLIC LIABILITY COVER

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 any claim made against the Insured during the Policy Period.
2. In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
 - a) Duly completed claim form;
 - b) First Information Report wherever necessary;
 - c) Documents seeking compensation by the third party from the Insured.
 - d) All documentation required to support and substantiate the claim amount

SECTION 3 – PERSONAL ACCIDENT COVER

In the event of any Accidental Bodily Injury sustained by You or Your family members, (as specified in the Policy Schedule) residing in the Insured residential premises, due to explosion of domestic LPG cylinder at the Insured residential premises during the Policy Period, We will make payment under such Coverage Parts as are specified in the Schedule as being operative. Our liability to make payment shall be limited to the Total Sum Insured, except as we have agreed at 2) Permanent Total Disability.

You agree that we shall deduct from any amount we have to pay under 1) to 3) any amount that we have already paid under any of 1) to 3), so that our total payments do not exceed the Total Sum Assured. However, if we become liable to make payment under 1) or 2), then this insurance will cease.

COVERAGE PARTS

1) Coverage Part A: Death

We will pay to your Nominee or you 100% of the Sum Insured shown under the Schedule if during the Policy Period, you or family member(s) meet with an Accidental Bodily Injury due to explosion of domestic LPG cylinder at the insured residential premises that causes your or your family member(s) death within 12 months of the incident, where after this insurance will cease.

2) Coverage Part B: Permanent Total Disability

We will pay you 125% of the Sum Insured shown under the Schedule if you or your family member(s) meet with an Accidental Bodily Injury due to explosion of domestic LPG cylinder at the Insured residential premises during the Policy Period that causes your or his/her Permanent Total Disability within 12 months of the incident, where after this insurance will cease.

If you or your family member(s) were suffering from any permanent disability of any nature prior to the date upon which the Accidental Bodily Injury was sustained, then Our liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority.

3) Coverage Part C - Permanent Partial Disability

We will pay you the percentage shown below in the table if you or your family member(s) meet with Accidental Bodily Injury due to explosion of domestic LPG cylinder at the Insured residential premises during the Policy Period that causes your/ his/ her Permanent Partial Disability within 12 months of the incident,

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%

If your / family member(s) Permanent Partial Disability is not listed in the table, then We will pay a proportion of the Sum Insured shown under the Schedule. You agree that the amount payable by Us will be decided by the concern Government Medical Authority according to the degree to which your/ family member(s) normal functional physical capacity has been impaired.

ADDITIONAL INSURANCE

a) Transportation

If We have accepted a claim under 1) Death for you /your family member(s) accidental death, then We will pay towards the actual cost of transporting you /your family member(s) remains from the place of death to a hospital, residence, cremation ground or burial ground. The amount We pay will be limited to the lower of Rs. 5,000/- or 2% of the Sum Insured for this section shown under the Schedule.

b) Children's Education Benefit

If We have accepted a claim for the Insured (proposer) under either 1) Death or 2) Permanent Total Disability, then We will make a one time payment of Rs. 5,000/- each towards the cost of education of upto 2 of your dependent children who were under the age of 19 at the date you met with the Accidental Bodily Injury.

SPECIFIC EXCLUSIONS FOR SECTION 3

We will not pay for any event that arises because of, is caused by, or can in any way be linked to any of the following:

1. We will not pay for Accidental Bodily Injury to you or your family member meet with, which is not as a result of explosion of Domestic LPG cylinder at your residential premise.
2. Accidental Bodily Injury that you or your family member meet with:
 - a. Through suicide, attempted suicide or self inflicted injury or illness.
 - b. While under the influence of liquor or drugs.
 - c. Arising or resulting from committing any breach of law with criminal intent.
 - d. 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.
 - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 - f. Arising out of your /your family member(s) 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.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

INSURED

Only those persons named as the insured in the Schedule shall be covered under this Policy. Cover under this Policy shall be withdrawn from any insured member upon such insured member giving 14 days written notice to be received by the Company.

CLAIMS PROCEDURE APPLICABLE FOR PERSONAL ACCIDENT COVER

Upon the happening of any bodily Injury due to Explosion of LPG Cylinder giving rise or likely to give rise to a claim under this Policy:

- 1) The Injury shall be intimated to the Company within seven (7) days* from the date of its occurrence.
- 2) The Insured shall deliver to the Company, within thirty (30) days* of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- 3) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 4) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. At the expense of the Company, any medical or other agent of the Company shall be allowed to examine the Insured on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report (if conducted), shall be furnished to the Company within a period of thirty (30) days*.
- 5) In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
 - a) Duly completed claim form ;
 - b) Doctor's Report;
 - c) First Information Report and Final Police report, wherever necessary;
 - d) Investigation Reports confirming explosion of LPG Cylinder leading to the bodily injuries.
 - e) Death certificate, wherever applicable;
 - f) Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;
 - g) Disability certificate from a government certified Doctor or government hospital confirming the extent and nature of disability;
 - h) Post mortem report, if performed;
 - i) Bonafide Certificate duly signed by the educational institution where Insured's dependent children are studying;
 - j) Permanent Disability Certificate from the Government Authority certifying Insured's disability (Applicable for PTD and PPD claims)
- 6) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we 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 insurer 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.

- 7) 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
- 8) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated.

*Note: Waiver of conditions 1, 2, and 4 may be considered in extreme cases of hardship where it is proved to the Company's satisfaction that under the circumstances in which Insured was placed, it was not possible for Insured or any other person to give notice or file claim within the prescribed time limit.

SECTION 4: MEDICAL EXPENSES COVER

If You/ Your family member(s) are hospitalised on the advice of a Doctor/ Medical Practitioner because of Accidental Bodily Injury sustained due to explosion of LPG Cylinder at your residential premise during the Policy Period, then We will reimburse You Reasonable and Customary medical expenses incurred up to a maximum Sum Insured shown in the Schedule for this Section aggregate in any one Policy Period. The medical expenses reimbursable would include:

- a. The reasonable charges that You/your family member(s) necessarily incur on the advice of a Doctor as an In-patient in a Hospital for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables; and/or
- b. The reasonable charges that You/ your family member(s) necessarily incur on the advice of a Doctor w.r.t. Day Care Treatment for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables; and/or
- c. Ambulance charges for carrying You/your family member(s) from the site of accident to the nearest hospital subject to a limit of Rs. 1000 per claim.

SPECIFIC EXCLUSIONS FOR SECTION 4

1. We will not pay for medical expenses occurred due to accidental bodily Injury to you or your family member meet with, which is not as a result of explosion of Domestic LPG cylinder explosion.
2. Medical Expenses relating to any hospitalisation primarily and specifically for diagnostic, X-ray or laboratory examinations and Investigations.
3. Medical expenses where Inpatient care is not warranted and does not require supervision of qualified nursing staff and qualified medical practitioner round the clock.
4. Accidental Bodily Injury that You/Your family members (named in the Schedule) meet with:
 - a. Through suicide, attempted suicide or self inflicted injury or illness
 - b. While under the influence of liquor or drugs
 - c. Arising or resulting from You/Your family members (named in the Schedule) committing any breach of law with criminal intent
5. 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
6. Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition
7. Unproven/ Experimental Treatment

CONDITIONS APPLICABLE TO SECTION 4

INSURED

Only those persons named as the insured in the Schedule shall be covered under this Policy. Cover under this Policy shall be withdrawn from any insured member upon such insured member giving 14 days written notice to be received by the Company.

Other Insurance (Applicable only for Section 4 only)

If two or more policies are taken by Insured during a period from one or more insurers to indemnify treatment costs, the company shall not apply the contribution clause, but insured shall have the right to require a settlement of his/ her claim in terms of any of his/her policies.

- i. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim without insisting on the contribution clause as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. If the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co pay, you shall have the right to choose insurers by whom the claim to be settled. In such cases, the insurer may settle the claim with contribution clause.
- iii. Except in benefit policies, in cases where insured have policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the hospitalization costs in accordance with the terms and conditions of the policy

CLAIMS PROCEDURE APPLICABLE FOR MEDICAL EXPENSE COVER

Upon the happening of any bodily Injury due to Explosion of LPG Cylinder at the residential premise of the Insured leading to Hospitalisation:

- 1) the Insured shall immediately and in any event within fourteen (14) days* give written notice of the same to the address shown in the Schedule for this purpose.
*Note: Waiver of condition may be considered in extreme cases of hardship where it is proved to the Company's satisfaction that under the circumstances in which Insured was placed, it was not possible for Insured or any other person to give notice or file claim within the prescribed time limit
- 2) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 3) In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
 - a) Duly completed claim form;
 - b) Copy of discharge summary towards hospitalization immediately after injury
 - c) Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned
 - d) First Information Report and Final Police report, wherever necessary;
 - e) Investigation Reports confirming explosion of LPG Cylinder leading to the bodily injuries which resulted in Hospitalisation.
- 4) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we 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 insurer 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.
- 5) 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
- 6) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated.

Note: In case the Insured is claiming for the same event under an indemnity based policy of another insurer and is required to submit the original documents related to his treatment with that particular insurer, then the Insured may provide the Company with the attested Xerox copies of such documents along with a declaration from the particular insurer specifying the availability of the original copies of the specified treatment documents with it.

GENERAL EXCLUSIONS

(Applicable to all Sections of the Policy)

Save as expressly stated to the contrary, and in addition to the Special Exclusions stated for any individual Section, 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. 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.
6. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
8. **Terrorism Damage Exclusion Warranty:** This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

GENERAL CONDITIONS

(Applicable to all Sections of the Policy)

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, where applicable, the Insured Person(s), shall be a condition precedent to any liability of the Company under this Policy.

2. Conditions Precedent

Where this Policy requires Insured to do or not to do something, then the complete satisfaction of that requirement by Insured or someone claiming on Insured's behalf is a precondition to any obligation the company have under this Policy. If Insured or someone claiming on his/ her behalf fails to completely satisfy that requirement, then the company may refuse to consider Insured's claim.

3. Communication

Any communication meant for the company must be in writing and be delivered to Company's address shown in the Schedule. Any communication meant for Insured will be sent by Company to Insured's address shown in the Schedule.

4. 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 use and storage of LPG Cylinder/ stove/ accessories is in accordance with the directions/ instructions/ recommendations of company supplying LPG Cylinder and or the LPG Distributor and or manufacturer of stove / accessories.

5. Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for in the Special Conditions applicable to a particular Section, 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. 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
- 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. Defence Costs incurred by the Company or on behalf of the Insured shall reduce the Limit of Indemnity.

6. Basis of Claim Payment

- a. 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, subject to a maximum of Sum Insured as per Policy Schedule, in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- b. In the case of a total loss, the Company shall indemnify the Insured, subject to a maximum of Sum Insured as per Policy Schedule, 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.

7. Contribution (Not Applicable to Health Sections)

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. However, this condition will not be applicable to Personal Accident and Medical Expenses section of this Policy.

8. Subrogation (Not Applicable to Health Sections)

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. However, this condition will not be applicable to Personal Accident of this Policy.

9. 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.

10. Free look Period

The insured will be allowed a period of 15 days from the date of receipt of the first policy to review the terms and conditions of policy. In case of any objection to any of the terms and conditions, the insured shall have an option of cancelling the policy stating the reasons for cancellation.

If the insured has not made any claim during the free look in period, the insured shall be entitled to refund of premium subject to:

- a. a deduction of the expenses incurred by the company on Insured's medical examination (if conducted), stamp duty charges and if the risk has not commenced.
- b. if the risk has commenced the stamp duty charges, medical examination charges (if conducted) and proportionate risk premium for a period on cover would be deducted.
- c. Where only part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

Free Look period is not applicable for renewal policies.

11. Renewal Process

Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured. In case of Company's own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. However, any claim or Accident sustained during the break period will not be admissible under the Policy.

The renewal premium shall be as per the rates approved by IRDAI on the date of renewal for this product.

12. Cancellation

- a. This policy may be cancelled by Us at any time, on grounds of mis-representation, fraud, non- disclosure of material facts or non- cooperation, by giving Insured at least 15 days written notice and in such event We shall refund to the Insured a pro-rata premium for the unexpired Policy Period.
- b. This Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to Us. We will refund premium after retaining premium according to our short rate scales as mentioned below:

Period not exceeding	Proportion of annual premium to be retained
1 Week	1/8
1 month	2/8
2 months	3/8
3 months	4/8
4 months	5/8
6 months	6/8
8 months	7/8
Exceeding 8 months	Full annual premium

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

13. Portability Condition (Applicable for Personal Accident and Medical Expenses Section Only)

- i. Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to insured persons 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.
- ii. Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to insured persons who were insured under Our Group Health Policy and are availing Our Health Policy. 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 insured person 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

14. 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 IRDAI. 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.

15. Withdrawal of Cover (Applicable for Personal Accident Cover and Medical Expenses Cover)

There is a possibility of withdrawal of this cover 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 IRDA. 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.

16. Change of Plan

The Insured can apply for change of plan under this policy at the time of renewal. He/ She can apply for the same by submitting a fresh proposal form to the company.

17. 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. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.
- 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.
- c. 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.
- d. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- e. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

18. 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.

19. 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.

20. 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.

21. 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:

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL 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 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

Office Details	Jurisdiction of Office (Union Territory, District)
A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, 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.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P- 201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.
PUNE 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 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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