

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

Issuing Office:

HOUSEHOLDERS INSURANCE POLICY

POLICY WORDINGS

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

A COVERS

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.

1 Cover 1: Burglary and Theft

- 1.1 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**.
- 1.2 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:
- 1.2.1 such absence does not exceed 120 days in the aggregate in any one **Policy Period**, and
- 1.2.2 the liability of the **Company** in respect of removed **Contents** shall not exceed 10 % of the **Sum Assured** hereunder.
- 1.3 **Specific Exclusions Applicable to Cover 1**
- The **Company** shall not be liable for and no indemnity is available hereunder in respect of:
- 1.3.1 any consequential losses, or 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;
- 1.3.2 to livestock, motor vehicles and pedal cycles;
- 1.3.3 to Valuables and/or Jewellery and/or Precious Items, unless specifically stated in the Schedule.
- 1.4 **Cover 1 Basis of Loss Settlement**
- 1.4.1 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**.
- 1.4.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs. The **Company** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the **Burglary**.
- 1.4.3 If the value of the **Insured Premises** and **Contents** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

2 Cover 2: Jewellery & Precious Items All Risks

- 2.1 The **Company** will indemnify the **Insured** in respect of the accidental loss of or damage to **Jewellery** and/or **Precious Items** anywhere in India. The liability of the **Company** in respect of any one 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**.
- 2.2 **Specific Exclusions Applicable to Cover 1**
- The **Company** shall not be liable for and no indemnity is available hereunder in respect of:

- 2.2.1 loss or damage due to cracking, scratching or breakage of lens or glass whether part of any **Jewellery** and/or **Precious Items** or otherwise or to china, marble, and other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a railway, train, ship, aircraft or other mechanised vehicle by which such **Jewellery** and/or **Precious Item** is being carried by the **Insured**;
- 2.2.2 loss or damage caused by any process of cleaning, dyeing, repairing or restoring to which the **Jewellery** and/or **Precious Item** is subjected;
- 2.2.3 loss or damage caused by moth or vermin;
- 2.2.4 loss or damage caused by mechanical derangement or over winding of watches and clocks;
- 2.2.5 theft from any car except from a fully enclosed saloon car having all of its doors and windows closed and locked and any other security devices properly applied;
- 2.2.6 loss or damage whilst the **Jewellery** and/or **Precious Items** being conveyed by any carrier under a contract of affreightment.
- 2.3 Cover 2 Basis of Loss Settlement**
- 2.3.1 Where the loss or damage 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 **Jewellery** and/or **Precious Item** to its state immediately prior to the happening of the insured event.
- 2.3.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs. The **Company** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
- 2.3.3 If the value of the **Jewellery** and/or **Precious Item** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.
- 2.3.4 The **Company** shall not be liable to make payment for more than the intrinsic cash value of any item in respect of which a claim is made and, where an item is part of a pair or set, the **Company's** payment shall be made without any reference to any particular value that such item may have had as a part of such pair or set.
- 2.3.5 No one article or pair of articles is deemed to be worth more than 10% of the **Sum Assured** under this Section unless its value is specifically and separately stated in the **Schedule**.

3 Cover 3: Plate Glass

- 3.1 The **Company** will indemnify the **Insured** in respect of any accidental loss of or damage caused to **Plate Glass** at the **Insured Premises**.
- 3.2 In the event of an accepted claim under 3.1, the **Company** will also indemnify the **Insured** in respect of the reasonable cost of erecting any temporary boarding necessitated by such loss or damage to **Plate Glass**, and repairing and reinstating Frames and Framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every claim.
- 3.3 Specific Exclusions Applicable to Cover 3**
- The **Company** shall not be liable for and no indemnity is available hereunder in respect of loss or damage:
- 3.3.1 occurring during the course of any alteration, removal or repair to the **Plate Glass**;
- 3.3.2 comprising the breakage of lettering unaccompanied by the breakage of or damage to **Plate Glass**;
- 3.3.3 comprising the disfiguration or scratching of or damage to **Plate Glass** other than a fracture extending through the entire thickness of the **Plate Glass**;
- 3.3.4 any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;
- 3.3.5 breakage of **Plate Glass** not completely and securely fixed;
- 3.3.6 any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the **Insured**;
- 3.3.7 loss of or damage that is insured under any other Cover herein;
- 3.3.8 any loss or damage that is the subject of insurance under the **Company's** plate glass or other insurance policy.
- 3.4 Cover 3 Basis of Loss Settlement**
- 3.4.1 The **Company** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the **Insured**.
- 3.4.2 If the **Company** opts to make payment to the **Insured**, then the payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**. Where any **Plate Glass** is no longer in production, the payment will be

assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.

- 3.4.3 If the value of the **Plate Glass** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

4 Cover 4: Breakdown of Domestic Appliances

- 4.1 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**.

4.2 Specific Exclusions Applicable to Cover 4

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

- 4.2.1 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;
- 4.2.2 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;
- 4.2.3 loss or damage for which the manufacturer or supplier of the Domestic Appliance is responsible under a guarantee or warranty;
- 4.2.4 the cost of transport of the Domestic Appliance to and/or from the place of repair;
- 4.2.5 loss of or damage to any Domestic Appliance by perils covered under any other Cover;
- 4.2.6 loss or damage caused by wear and tear;
- 4.2.7 loss or damage to mobile phones or similar communication devices

4.3 Cover 4 Basis of Loss Settlement

- 4.3.1 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:
- 4.3.1.1 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** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 4.3.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum 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.
- 4.3.2 If the value of the **Domestic Appliances** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition
- 4.3.3 The **Insured** shall bear 1% of the sub-limit of the **Sum Assured** set against the Domestic Appliance, or Rs.50/-, whichever is higher, in respect of each and every claim.

5 Cover 5: Electronic Equipment

- 5.1 The **Company** will indemnify the **Insured** against:
- 5.1.1 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
- 5.1.2 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**.
- 5.2 **Specific Exclusions Applicable to Cover 5**
The **Company** shall not be liable for and no indemnity is available hereunder in respect of:

- 5.2.1 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;
- 5.2.2 loss or damage for which the manufacturer or supplier is responsible;
- 5.2.3 loss or damage caused to any item of **Electronic Equipment** older than 10 years from the date of manufacture;
- 5.2.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5.2.5 any costs incurred in connection with the maintenance of the **Electronic Equipment**, including parts replaced in the course of such maintenance operations;
- 5.2.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 5.2.7 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**;
- 5.2.8 the cost of transporting the **Electronic Equipment** to and from the place of repair;
- 5.2.9 loss of or damage to any **Electronic Equipment** by perils insurable under other Cover of this **Policy**;
- 5.2.10 loss or damage to mobile phones or other similar communication devices
- 5.3 **Cover 5 Basis of Loss Settlement**
- 5.3.1 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:
- 5.3.1.1 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** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 5.3.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum 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.
- 5.3.2 If the value of the **Electronic Equipment** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 5.3.3 The **Insured** shall bear the first 10% or Rs.2,500/- (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**.

6 Cover 6: Pedal Cycle

- 6.1 The **Company** will indemnify the **Insured** against:
- 6.1.1 the repair or replacement costs in respect of the Pedal Cycle 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 Pedal Cycle 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
- 6.1.2 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 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 Pedal Cycle, subject to a limit of Rs.30,000/- for any and all claims in any one **Policy Period**.
- 6.2 **Specific Exclusions Applicable to Cover 6**
- The **Company** shall not be liable for and no indemnity is available hereunder in respect of:
- 6.2.1 any accident, loss damage or liability caused by or through or in connection with the use of any Pedal Cycle for hire or reward or outside India;
- 6.2.2 damage caused by over loading, strain or mechanical breakdown;
- 6.2.3 loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
- 6.2.4 loss, damage or liability occurring whilst the Pedal Cycle is being used for competition, racing or pace making.
- 6.3 **Cover 6 Basis of Loss Settlement**
- 6.3.1 Where the Pedal Cycle 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.

- 6.3.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**.
- 6.3.3 The **Insured** shall bear the first 1% or Rs.50/- (whichever is higher) of the **Sum Assured** in respect of each and every claim.
- 6.4 **Cover 6 Special Condition**
If left unattended, the Pedal Cycle must be properly locked and secured.

7 Cover 7: Baggage

- 7.1 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.
- 7.2 **Specific Exclusions Applicable to Cover 7**
The **Company** shall not be liable for and no indemnity is available hereunder in respect of:
- 7.2.1 loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by the **Insured** and/or the **Insured's Family**;
- 7.2.2 loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;
- 7.2.3 loss or damage caused by moth, mildew or vermin;
- 7.2.4 loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self heating or leakage or electricity from whatever cause (lightning included);
- 7.2.5 loss or damage caused by mechanical derangement or over winding of watches and clocks;
- 7.2.6 theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;
- 7.2.7 loss or damage whilst being conveyed by any carrier under contract of affreightment;
- 7.2.8 loss of or damage to **Jewellery** or **Valuables**;
- 7.2.9 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**;
- 7.2.10 loss or destruction of or damage to baggage of a consumable nature;
- 7.2.11 loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
- 7.2.12 loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;
- 7.2.13 any tour or travel undertaken within the municipal limits of the village, town or city wherein the **Insured** permanently resides.
- 7.3 **Cover 7 Basis of Loss Settlement**
- 7.3.1 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured** up to the **Sum Assured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 7.3.2 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**.

8 Cover 8: Personal Accident

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

- 8.1 **Coverage Part A: Death**
- 8.1.1 The **Company** will pay the **Sum Assured** in the event of **Accidental Bodily Injury** causing the **Insured's** death within 12 months of the **Accidental Bodily Injury** being sustained, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.
- 8.1.2 The **Company** will also, in addition to the **Sum Assured**, pay up to 2% of the **Sum Assured** or Rs.5,000/- (whichever is lower) towards the cost of transporting the **Insured's** remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.
- 8.2 **Coverage Part B: Permanent Total Disability**

- 8.2.1 In the event of **Accidental Bodily Injury** causing the **Insured's Permanent Total Disability** within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay 125% of the **Sum Assured**, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.
- 8.2.2 If the **Insured** was suffering from any permanent disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority.
- 8.3 **Coverage Part C: Permanent Partial Disability**
- 8.3.1 In the event of **Accidental Bodily Injury** causing the **Insured's** Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay the percentage of the **Sum Assured** specified for each and every form of impairment mentioned in the PPD Table:

PPD Table

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

- 8.4 If the **Accidental Bodily Injury** causes the **Insured's** Permanent Partial Disability within 12 months of the **Accidental Bodily Injury** being sustained other than as specified in the PPD Table above, the **Company's** liability to make payment shall be as follows:
- 8.4.1 In the case of the **Insured** suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the **Company** will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the concerned Government Medical Authority.
- 8.4.2 In the case of the **Insured's** Permanent Partial Disability of a nature not detailed in the PPD Table, the **Company** will pay a proportion of the **Sum Assured** by reference to the degree to which the **Insured's** normal functional physical capacity has been impaired, as advised by the concerned Government Medical Authority.
- 8.4.3 If the **Insured** was suffering from any Permanent Partial Disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same as advised by the concerned Government Medical Authority.
- 8.4.4 If the **Accidental Bodily Injury** sustained by the **Insured** causes a subsequent claim by the **Insured** under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.
- 8.5 **Coverage Part D: Temporary Disability**
- 8.5.1 If the **Accidental Bodily Injury** sustained by the **Insured** causes his complete inability to engage in his employment as specified in the Schedule, the **Company** will pay 1% of the **Sum Assured** or Rs.5,000/- (whichever is lower) per week for a period not exceeding 100 weeks from the date upon which the **Bodily Injury** was sustained.

- 8.5.2 The **Company** shall not be under any liability to make any payment hereunder until such time as the **Insured** has established to the **Company's** satisfaction that he is completely unable to engage in his employment as specified in the **Schedule**.
- 8.6 **Coverage Part E: Hospital Confinement Allowance (Optional)**
- 8.6.1 In the event of an admitted claim for **Accidental Bodily Injury** sustained by the **Insured** and requiring immediate hospitalisation, the **Company** will pay the **Insured** a daily allowance of Rs.1,000/- for each complete calendar day that the **Insured** is medically required to be so hospitalised, up to a maximum 30 days from the date that such **Bodily Injury** was sustained.
- 8.6.2 The **Company** shall not be liable to make any payment for any stay by the **Insured** in any clinic, rest home, convalescent home for the aged or mentally disturbed, sanatorium, or similar institution.
- 8.7 **Specific Exclusions Applicable to Cover 8**
- No indemnity is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- 8.7.1 suicide, attempted suicide or self inflicted injury or illness;
- 8.7.2 any mental dysfunction or disorder, or psychosomatic dysfunction or disorder;
- 8.7.3 the use or misuse of any drugs, alcohol or hallucinogens;
- 8.7.4 stroke, epileptic fit or other cramp like attacks or convulsions unless caused by an insured event under this Cover;
- 8.7.5 deliberate or intentional criminal act of the **Insured**;
- 8.7.6 any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority;
- 8.7.7 any consequential losses of any kind, and/or any actual or alleged legal liability of the **Insured**;
- 8.7.8 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;
- 8.7.9 any accident suffered by the **Insured** on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;
- 8.7.10 any accident caused either directly or indirectly by nuclear energy, radiation;
- 8.7.11 curative treatments or interventions that the **Insured** performs or has had performed on his body;
- 8.7.12 venereal or sexually transmitted disease;
- 8.7.13 HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused;
- 8.7.14 pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing;
- 8.7.15 the **Insured'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.

8.8 Special Conditions Applicable to Cover 8

8.8.1 Making a Claim

If the **Insured's** meet with any **Accidental Bodily Injury** that may result in a claim, then as a condition precedent to our liability:

- i. **Insured** or someone claiming on **Insured's** behalf must inform us in writing immediately and in any event within 14 days.
- ii. **Insured** must immediately consult a **Doctor/ Medical Practitioner** and follow the advice and treatment that he recommends.
- iii. **Insured** must take reasonable steps to lessen the consequences of **Insured 's Bodily Injury**.
- iv. At **Company's** cost, **Insured** must have himself/herself examined by **Company's** medical advisors, if the **Company** ask for this, and as often as the **Company** considers this to be necessary.
- v. **Insured** or someone claiming on **Insured's** behalf must promptly give **Company** the documentation and other information the **Company** ask for to investigate the claim or **Company's** obligation to make payment for it.
- vi. In event of **Insured 's** death, someone claiming on **Insured 's** behalf must inform the **Company** in writing immediately and send Us a copy of the post mortem report (if any) within 14 days.

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

List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Legal heir certificate containing affidavit and indemnity bond both duly signed by all legal Heirs and notarized (If Nominee name not mentioned on policy schedule or if Nominee is minor then decree certificate from court).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any(Only if Post Mortem is conducted).
- Income Proof, Photo identity proof, Address Proof
- All original medical bills (if opted.)
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Partial /Total Disablement /Temporary Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from concerned government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- All medical bills (if opted)
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured Original Policy copy.

c) Hospital Confinement Cover

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Other documents as may be required by Bajaj Allianz to process the claim

8.8.2 Paying a claim

- i. Insured agree that the Company need only make payment when Insured or someone claiming on Insured's behalf has provided the Company with necessary documentation and information.
- ii. The Company will make payment to Insured or Insured's **Nominee**. If there is no **Nominee** and Insured is incapacitated or deceased, The Company will pay Insured's heir, executor or validly appointed legal representative and any payment The Company makes in this way will be a complete and final discharge of The Company's liability to make payment.
- iii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, The Company shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment, The Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iv. However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim
- v. If The Company for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to Insured in writing within 30 days of the receipt of documents. Insured may take recourse to the Grievance Redressal procedure stated in the document.

8.8.3 Portability Condition

Retail Policies: As per the Portability Guidelines issued by IRDAI, applicable benefits shall be passed on to customers who were holding similar retail health insurance policies of other non-life insurers. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases.

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

8.8.4 **Withdrawal of 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 IRDAI.

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

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

You have a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation.

If you have not made any claim during the Free look period, you shall be entitled to refund of premium subject to,

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

8.8.6 **Sum Insured Enhancement:**

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

ii) The acceptance of enhancement of Sum Insured would be at the discretion of the company, based on the health condition of the insured members & claim history of the policy.

9 **Cover 9: Public Liability**

9.1 The **Company** will indemnify the **Insured** against:

9.1.1 his legal liability to pay **Damages** for 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

9.1.2 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

9.1.3 as the keeper and owner of domestic pets.

9.2 **Specific Exclusions Applicable to Cover 9**

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

9.2.1 any voluntarily assumed liability unless such liability would have attached to the **Insured** in the absence of such agreement;

9.2.2 any liability arising out of a deliberate, wilful or intentional act, error, omission, or non-compliance with any statutory provision;

- 9.2.3 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;
- 9.2.4 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;
- 9.2.5 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;
- 9.2.6 the transmission of any communicable disease or virus;
- 9.2.7 occupation or business, trade or employment.

10 Cover 10: Buildings and Contents (excluding Valuables)

The **Company** will indemnify the **Insured** in respect of loss of or damage to the Building and its **Contents** in the **Insured Premises** specified in the **Schedule** against:

- 10.1 Fire, excluding destruction or damage caused to the property insured by:
 - 10.1.1 Its own fermentation, natural heating or spontaneous combustion.
 - 10.1.2 Its undergoing any heating or drying process.
 - 10.1.3 Burning of property insured by order of any Public Authority.
- 10.2 Lightning.
- 10.3 Explosion/implosion, excluding loss, destruction of or damage:
 - 10.3.1 to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - 10.3.2 caused by centrifugal forces.
- 10.4 Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 10.5 Riot, Strike, Malicious and Terrorism Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - 10.5.1 total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - 10.5.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - 10.5.3 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.
 - 10.5.4 **Burglary**, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 10.6 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.
- 10.7 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:
 - 10.7.1 the **Insured** or any occupier of the premises or
 - 10.7.2 their employees while acting in the course of their employment.
- 10.8 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:
 - 10.8.1 the normal cracking, settlement or bedding down of new structures
 - 10.8.2 the settlement or movement of made up ground
 - 10.8.3 coastal or river erosion
 - 10.8.4 defective design or workmanship or use of defective materials
 - 10.8.5 demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- 10.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.
- 10.10 Missile Testing operations.
- 10.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by
 - 10.11.1 Repairs or alterations to the buildings or premises
 - 10.11.2 Repairs, Removal or Extension of the Sprinkler Installation
 - 10.11.3 Defects in construction known to the **Insured**.
- 10.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
- 10.13 Earthquake – Fire and Shock
- 10.14 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:

- 10.14.1 such absence does not exceed 120 days in the aggregate in any one Policy Period, and
- 10.14.2 the liability of the **Company** in respect of removed **Contents** shall not exceed 10 % of the **Sum Assured** hereunder.
- 10.15 The **Company** shall not be liable for and no indemnity is available hereunder in respect of loss of or damage to:
- 10.15.1 **Contents** of a consumable nature;
- 10.15.2 motor vehicles, pedal cycles, or livestock.
- 10.15.3 **Valuables** and/or **Jewellery** and/or **Precious Items**, unless specifically stated to the contrary in the **Schedule**
- 10.16 Special Condition: Average: If the value of the **Insured Premises** and **Contents** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition. However, if the **Sum Assured** is at the time of an insured event not less than 85% (eighty five percent) of the collective value of the **Insured Premises** and **Contents**, this condition shall be of no purpose and effect.

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. "**Accident**" or "Accidental" means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. "**Bodily Injury/ Injury**" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
3. "**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.
4. "**Contents**" means the items specified in the **Schedule**.
5. **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.
6. **Daily Allowance** means the amount and period specified in the **Schedule**.
7. "**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.
8. "**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**.
9. "**Electronic Equipment**" shall mean the items as specified in the **Schedule** and which are contained or fixed at or in the **Insured Premises**.
10. "**Family**" means the **Insured's** spouse and children ordinarily resident with the **Insured**.
11. **Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

12. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
13. **“Household Staff”** means person employed by the **Insured** to carry out domestic duties at or in regard to the **Insured** premises, but does not include any persons employed in any capacity in relation to the **Insured’s** trade or business.
14. **Illness**
Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
a Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
15. **“Insured”** means the person named in the **Schedule** and, for the Purposes of Cover 8, shall additionally mean those persons (if any) specified in the **Schedule** as benefiting from under that Cover.
16. **“Insured Premises”** means the property named in the **Schedule** so long as the use of the same is restricted to solely domestic purposes.
17. **“Jewellery”** means the items of Jewellery specified in the Schedule.
18. **Medical Practitioner/ Physician/Doctor:**
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
19. **Nominee**
Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
20. **Permanent Total Disability**
Medical practitioner certified total, continuous and permanent:
- loss of the sight of both eyes
- physical separation of or the loss of ability to use both hands or both feet
- physical separation of or the loss of ability to use one hand and one foot
- loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
21. **Permanent Partial Disability**
Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified
22. **“Plate Glass”** means the glass described in Schedule.
23. **“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.
24. **“Policy Period”** means the period between the commencement date and the expiry date shown in the Schedule.
25. **Portability**
Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
26. **“Precious Items”** means the items specified in the Schedule.
27. **“Property Damage”** means actual physical damage to tangible material property belonging to a third person.
28. **Renewal**
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.
29. **Qualified Nurse**
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. **“Schedule”** means the Schedule **attached to and forming part of this** Policy .

31. **“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 **Insureds** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Assured** relates during the **Policy Period**.
32. **“Unproven/Experimental”** treatment is treatment, including drug Experimental therapy, which is based not on established medical practice in India, is treatment experimental or unproven.
33. **“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;
34. **“You, Your, Yourself/ Your Family”** named in the schedule means the person or persons that We insure as set out in the Schedule
35. **“We, Our, Ours, Us”** means the Bajaj Allianz General Insurance Company Limited.

C EXCLUSIONS APPLICABLE TO ALL SECTIONS

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).

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:
 - 2.1 take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
 - 2.2 take all reasonable steps to prevent a claim from arising under this **Policy**;
 - 2.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
 - 2.4 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 (Applicable to sections where not exclusively mentioned)**
It is a condition precedent to the **Company’s** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:
 - 3.1 the **Insured** shall immediately and in any event within 14 days give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
 - 3.2 in respect of Cover 1, and any other claim under any other Cover 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
 - 3.3 the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and

- 3.4 the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require.
- 4 **Claim Settlement (Applicable to Sections where not exclusively mentioned; Not Applicable to any Legal Liability Claim)**
On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured.
If the Company, for any reasons, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document.
In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment
- 5 **Renewal**
- i) Under normal circumstances, renewal will not be refused except on the grounds of Insured's moral hazard, misrepresentation or fraud.
 - ii) Renewal Condition Applicable for Section 8 (Personal Accident Cover): In case of Our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. However, any accident/ injury contracted during the break period will be not be admissible under the policy.
 - iii) On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.
- 6 **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.
- 7 **Contribution (Not Applicable to Personal Accident)**
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, the then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 8 **Subrogation (Not Applicable to Personal Accident)**
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**.
- 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 **Cancellation**
- i. This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 14 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, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Insured's non-cooperation

- ii. This **Policy** may be cancelled by the **Insured** at any time by giving at least 14 days written notice to the Company. The **Company** will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the **Insured** has made a claim under this **Policy**.

11 Dispute Resolution

- 11.1 Any and all disputes or differences, which may arise under or in relation to this **Policy**, including its interpretation or the quantum of any Claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the **Company** or the **Insured** party giving notice in this regard.
- 11.2 The applicable law in and of the arbitration shall be Indian law.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12 Notices

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

13 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.

14 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**.

15 Territorial Limits

This **Policy** covers insured events arising during the **Policy Period** within India (save in respect of Cover 8). The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.

16 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 Cover 10: Buildings this shall mean the complete rebuilding cost (inclusive of all fees and expenses).

Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature indirectly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any Other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension to influence any government and/or to put the public, or any section of the public in fear.

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

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

17 Grievance Redressal Procedure

Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule.

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

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.

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. 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:

Bajaj Allianz General Insurance Co. Ltd
Bajaj Allianz House, Airport Road
Yerawada, Pune 411006
E-mail: bagichelp@bajajallianz.co.in

Call :

1800-225858 (free calls from BSNL/MTNL lines only)

1800-1025858 (free calls from Bharti users – mobile /landline) or

020-30305858

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, 1st 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.	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

Office Details	Jurisdiction of Office Union Territory, District)
Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	
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, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
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 - Shri. K. B. Saha 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,	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya,

Office Details	Jurisdiction of Office Union Territory, District)
Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	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