

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006
 UIN:

EDUCATION PACKAGE POLICY – SOOKSHMA UDYAM SURAKSHA**POLICY WORDINGS**

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

COVERAGE

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

COVER 1: STUDENT SECURE (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)**COVER 1(A) EDUCATION CONTINUITY COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)**

If the **Earning Parent** of the **Insured Person(s)** meets with an **Accidental Bodily Injury** during the **Policy Period** that causes death and/or **Permanent Total Disability** (if covered and shown on the **Schedule**) within 12 months, the **Company** will make a onetime payment towards the remaining course fees of the **Insured Person(s)**, subject to a maximum payment of five (5) years' course fees or the **Sum Insured**, whichever is lower.

This payment is subject to the relevant documents being submitted as per the claims guidelines of the **Company**. Additional documentation required to avail benefits under this Cover would include a certificate from the **insured** confirming the remaining course fees, schedules of course fees from prospectus of the **Insured** at the time of admission of the **Insured Person(s)** and course fees receipts of the **Insured Person(s)**. Where the circumstances of loss necessitate submission of any further documents, the **Company/surveyor** shall advise the **Insured** of the same.

For the purpose of this Cover, course fees would include tuition fees, hostel fees, examination fees, and library and laboratory charges and would specifically exclude any refundable deposits.

COVER 1(B): GROUP PERSONAL ACCIDENT COVER FOR STUDENTS (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The liability of the **Company** to make payment for one or more of the events described at 1) to 3) below is limited to the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred, except as the **Company** has agreed at 2).

The **Insured** hereby agrees that the **Company** shall deduct from any amount which the **Company** has to pay under 1) to 3) any amount the **Company** has already paid under any of 1) to 3), so that total payments of the **Company** do not exceed the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred. However, if the **Company** becomes liable to make payment under 1) or 2), then this insurance will cease as far as the **Insured Person(s)** for whom the claim has been preferred is concerned.

1) Death (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Nominee** 100% of the **Sum Assured** shown under the **Schedule** if the **Insured Person(s)** .Meets with **Accidental Bodily Injury** during the **Policy Period** that causes death within 12 months.

2) Permanent Total Disability (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/ Insured Person(s)** 125% of the **Sum Assured** shown under the **Schedule** if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Total Disability** within 12 months.

3) Permanent Partial Disability (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes

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Permanent Partial Disability within 12 months, the **Company** will pay the percentage shown in the table below applied to the **Sum Assured**. Shown under the **Schedule** of the **Insured Person(s)**.

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%

- a) If the **Permanent Partial Disability** is not listed in the table, then the **Company** will pay a proportion of the **Sum Assured** shown under the **Schedule**. The **Insured/Insured Person(s)** agree that the amount payable by the **Company** will be decided on the basis of the disability certificate issued by the concerned Government Medical Authority according to the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.
- b) If the **Insured Person(s)** was already suffering from **Permanent Partial Disability** before the date the **Insured Person(s)** met with **Accidental Bodily Injury**, then the amount the **Company** will pay will be reduced by that extent. The **Insured/Insured Person(s)** agree that the reduction will be decided by the concerned Government Medical Authority according to the degree of **Permanent Partial Disability** from which the **Insured Person(s)** was already suffering.
- c) If the **Accidental Bodily Injury** sustained by the **Insured Person(s)** causes a subsequent claim by the **Insured Person(s)** under 1) or 2), then this Cover shall not be operative and the amounts payable under either 1) or 2) shall be reduced by the amount of any payment made under this Cover.
- 4) Additional Insurance**
- a) **Transportation**
 If the **Company** has accepted a claim under 1) for death of the **Insured Person(s)**, then the **Company** will pay towards the actual cost of transportation of the remains of the **Insured Person(s)** from the place of death to a hospital, insured person's residence, cremation ground or burial ground. The amount which the **Company** will pay will be limited to the lower of Rs. 5,000/- and 2% of the **Sum Assured** shown under the **Schedule** for the **Insured Person(s)**.
- b) **Children's Education Benefit**
 If the **Company** has accepted a claim under either 1) or 2), then the **Company** will make a onetime payment of Rs.5,000/- each towards the cost of education of upto 2 of the dependent children of the **Insured Person(s)** who were under the age of 19 at the date the **Insured Person(s)** met with **Accidental Bodily Injury**.

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c) Hospital Confinement Allowance (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** accepted a claim under 1) to 3), then the **Company** will pay Rs. 1,000/- for each complete calendar day that the **Insured Person(s)** had to be hospitalised for medical reasons because of the **Accidental Bodily Injury** he/she met with. However, the amount which the **Company** will pay will be limited to Rs. 30,000/- during the **Policy Period** even if there is more than one claim for the **Insured Person(s)**.

d) Medical Expenses Reimbursement (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** has accepted a claim under 1) to 3), then the **Company** will reimburse the costs of necessary medical treatment the **Insured Person(s)** had to obtain from a **Doctor/ Medical Practitioner** because of the **Accidental Bodily Injury** the **Insured Person(s)** met with. However, **Company's** payment will be limited to 40% of the value of the claim which the **Company** has accepted under 1) to 3) or Rs. 500,000/, whichever is lower.

COVER 1(C) ACCIDENTAL HOSPITALIZATION COVER FOR STUDENTS (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

If the **Insured Person(s)** is hospitalised on the advice of a **Doctor/ Medical Practitioner** because of an **Accidental Bodily Injury** sustained during the **Policy Period**, then the **Company** will reimburse the **Insured Person(s) Reasonable and Customary** medical expenses incurred upto a maximum **Sum Insured** shown in the **Schedule** for this Cover. The medical expenses reimbursable would include:

- i) The reasonable charges that the **Insured Person(s)** necessarily incurs 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.
- ii) Ambulance charges for carrying the **Insured Person(s)** from the site of **Accident** to the nearest **hospital** subject to a limit of Rs. 1,000/- per claim.

As part of this Cover, the **Company** will reimburse the **reasonable and customary medical expenses** that the **Insured Person(s)** necessarily incurs on the advice of a **Doctor/ Medical Practitioner**, for **daycare treatments** availed for drowning, animal bite, food poisoning and fracture (excluding ligament tear) arising out an **Accident** whilst occurring during institution hours as specified by the **Insured**. However, **Company's** payment in respect of the specified daycare treatments will be limited to sub-limit of the **Sum Insured** shown in the **Schedule** for this Cover.

COVER 2: STAFF SECURE (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The liability of the **Company** to make payment for one or more of the events described at 1) to 4) below is limited to the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred, except as the **Company** has agreed at 2).

The **Insured** hereby agrees that the **Company** shall deduct from any amount which the **Company** has to pay under 1),4) any amount the **Company** has already paid under any of 1) to 4), so that total payments of the **Company** do not exceed the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred. However, if the **Company** becomes liable to make payment under 1) or 2), then this insurance will cease as far as the **Insured Person(s)** for whom the claim has been preferred is concerned.

1) Death (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Nominee** 100% of the **Sum Assured** shown under the **Schedule** headings Basic, Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes death within 12 months.

2) Permanent Total Disability (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/ Insured Person(s)** 125% of the **Sum Assured** shown under the **Schedule** headings Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Total Disability** within 12 months.

3) Permanent Partial Disability (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Partial Disability** within 12 months, the **Company** will pay the percentage shown in the table below applied to the **Sum Assured** shown under the **Schedule** headings Wider and

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Comprehensive of the **Insured Person(s)**.

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%

- a) If the **Permanent Partial Disability** is not listed in the table, then the **Company** will pay a proportion of the **Sum Assured** shown under the **Schedule** headings Wider and Comprehensive. The **Insured/Insured Person(s)** agree that the amount payable by the **Company** will be decided on the basis of the disability certificate issued by the concerned Government Medical Authority which would specify the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.
- b) If the **Insured Person(s)** was already suffering from **Permanent Partial Disability** before the date the **Insured Person(s)** met with **Accidental Bodily Injury**, then the amount the **Company** will pay will be reduced by that extent. The **Insured/ Insured Person(s)** agree that the reduction will be decided by concerned Government Medical Authority according to the degree of **Permanent Partial Disability** from which the **Insured Person(s)** was already suffering.
- c) If the **Accidental Bodily Injury** sustained by the **Insured Person(s)** causes a subsequent claim by the **Insured Person(s)** under 1) or 2), then this Cover shall not be operative and the amounts payable under either 1) or 2) shall be reduced by the amount of any payment made under this Cover.
- 4) **Temporary Total Disability (Applicable only if opted by the Insured and shown on the Schedule)**
If the **Insured Person(s)** suffers **Accidental Bodily Injury** during the **Policy Period** which completely prevents the **Insured Person(s)** from engaging in his/her occupation, then the **Company** will make a weekly payment of the lower of 1% of the **Sum Assured** shown under the **Schedule** heading Comprehensive (of the **Insured Person(s)**) and Rs. 5,000/-
The **Company** will make the first payment when the **Insured Person(s)** satisfies the **Company** that **Accidental Bodily Injury** has completely prevented the **Insured Person(s)** from engaging in his/her occupation.
The **Company** will stop making payments when the **Company** is satisfied that the **Insured**

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Person(s) can engage in his/her occupation again, or when the **Company** has made payments for a maximum period of 100 weeks from the date the **Insured Person(s)** met with the **Accidental Bodily Injury**, whichever is earlier.

5) Additional Insurance

a) Transportation

If the **Company** has accepted a claim under 1) for death of the **Insured Person(s)**, then the **Company** will pay towards the actual cost of transportation of the remains of the **Insured Person(s)** from the place of death to a hospital, **Insured Person's** residence, cremation ground or burial ground. The amount which the **Company** will pay will be limited to the lower of Rs. 5000/- and 2% of the **Sum Assured** shown under the **Schedule** headings Basic, Wider and Comprehensive for the **Insured Person(s)**.

b) Children's Education Benefit

If the **Company** has accepted a claim under either 1) or 2), then the **Company** will make a one time payment of Rs. 5,000/- each towards the cost of education of upto 2 of the dependent children of the **Insured Person(s)** who were under the age of 19 at the date the **Insured Person(s)** met with **Accidental Bodily Injury**.

c) Hospital Confinement Allowance (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** accepted a claim under 1) to 4), then the **Company** will pay Rs. 1,000/- for each complete calendar day that the **Insured Person(s)** had to be hospitalised for medical reasons because of the **Accidental Bodily Injury** he/she met with. However, the amount which the **Company** will pay will be limited to Rs. 30,000/- during the **Policy Period** even if there is more than one claim for the **Insured Person(s)**.

d) Medical Expenses Reimbursement (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** has accepted a claim under 1) to 4), then the **Company** will reimburse the costs of necessary medical treatment the **Insured Person(s)** had to obtain from a **Doctor** because of the **Accidental Bodily Injury** the **Insured Person(s)** met with. However, **Company's** payment will be limited to 40% of the value of the claim which the **Company** has accepted under 1) to 4) or Rs. 500,000/, whichever is lower.

SPECIAL EXCLUSIONS APPLICABLE TO COVER 1 AND 2

The **Company** 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:

- i. **Accidental Bodily Injury** that the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) meets with:
 - a. Through suicide, attempted suicide or self inflicted injury or illness.
 - b. While under the influence of liquor or drugs.
 - c. As a result of the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) 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 trail runs.
 - f. As a result of any curative treatments or interventions that the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) carries out or has carried out on his/her body.
 - g. Arising out of the participation of the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) 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.
- ii. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person's** (applicable for Cover 1(a)) consequential losses of any kind or their actual or alleged legal liability.
- iii. Any injury/ disablement/ death directly or indirectly arising out of or contributed to any **Pre-Existing Condition**.
- iv. Venereal or sexually transmitted diseases.
- v. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune

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- Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- vi. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
 - vii. 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.
 - viii. Nuclear energy, radiation.

SPECIAL CONDITIONS APPLICABLE TO COVER 1 AND 2

1) Conditions Precedent

Where this **Policy** requires the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) to do or not to do something, then the complete satisfaction of that requirement by the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf is a precondition to any obligation the **Company** has under this **Policy**. If the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf fails to completely satisfy that requirement, then the **Company** may refuse to consider the claim.

2) Making a Claim

If any **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) meets with any **Accidental Bodily Injury** that may result in a claim, then as a **condition precedent** to the **Company's** liability:

- a. **Insured/Insured Person(s)** or someone claiming on behalf must inform the **Company** in writing immediately and in any event within 14 days.
- b. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must immediately consult a **Doctor** and follow the advice and treatment that he recommends.
- c. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must take reasonable steps to lessen the consequence of **Accidental Bodily Injury**.
- d. At **Company's** cost, the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must have himself/herself examined by the **Company's** medical advisors if the **Company** asks for this, and as often as the **Company** considers this to be necessary.
- e. The **Insured/ Insured Person(s)/ Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf must promptly give the **Company** documentation and other information the **Company** asks for to investigate the claim or **Company's** obligation to make payment for it. An indicative list of the various documents required at the time of a claim is mentioned below:

i) 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

ii) Permanent Partial /Total Disablement /Temporary Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)

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- 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.

iii) Children's education bonus

- Bonafide certificate from school / college or certificate from the educational institution

iv) Hospital Confinement Allowance/ Medical Expenses Reimbursement

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Money Receipt, duly signed with a Revenue Stamp All original Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- Other documents as may be required by Bajaj Allianz to process the claim

***Note:** In case the **Insured Person** and/or **Earning Parent** is claiming for the same event under an indemnity based policy of another insurer and is required to submit the original documents related to the specific treatment with that particular insurer, then the **Insured Person** and/or **Earning Parent** 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.

- f. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) dies, the **Insured** or someone claiming on behalf must inform the **Company** in writing immediately and send a copy of the post-mortem report (if performed) within 14 days.

Note: Waiver of conditions (a) and (f) may be considered in extreme cases of hardship where it is proved to our satisfaction that under the circumstances in which **You** were placed it was not possible for **You** or any other person to give notice or file claim within the prescribed time limit.

3) Paying a Claim

- a. **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) agree that the **Company** need only make payment when the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf has provided a claim to the **Company's** satisfaction.
- b. The **Company** will make payment to **Insured** and/or **Insured Person** and/or the **nominee**. If the **Insured** is not the employer and there is no **nominee** and **Insured Person(s)** is incapacitated or deceased, the **Company** will pay to the legal heir, executor or validly appointed legal representative and any payment the **Company** will make in this way will be a complete and final discharge of **Company's** liability to make payment.
- c. 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.
- d. 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.
- e. If we, for any reasons decides to reject the claim under the policy the reasons regarding the

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rejection shall be communicated to you in writing within 30 days of the receipt of documents. You may take recourse to the Grievance Redressal procedure stated in this document.

4) Change of Occupation

- a. If the **Insured Person(s)** has a change of occupation and there is a change in the nature of job, the **Company** must be informed in writing within 30 days of the change.
- b. If the **Insured Person(s)** meets with **Accidental Bodily Injury** before the **Company** is informed about the change of occupation and the new occupation would have attracted a higher premium, then the payment the **Company** will make will be limited to the amount of insurance that premium which has been actually paid would have brought for **Insured Person(s)**' new occupation.

5) Cancellation and Addition & Deletion of Insured Person(s)

- a) No person other than those persons named as the **Insured Person(s)** or those categories of persons insured specified in the Schedule shall be covered under this Policy unless and until his/her name or the category has been notified in writing to the **Company**, any additional premium due has been paid and the **Company's** agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an insured.
- b) Coverage under this Cover shall be withdrawn from any **Insured Person(s)** named or any category of persons insured immediately upon the Insured delivering written notice of the same to the **Company**.
- c) Adjustment of Premium in case of Un-named Policies (Category of persons insured)

The **Insured** acknowledges that the premium payable hereon has been determined by reference to **Insured's** estimate of the number of persons within a category of persons insured as stated in the **Schedule**. The **Insured** agrees that during the **Policy Period**, the **Insured** shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the Company at any reasonable time.

At the end of every quarter during the Policy Period, the Insured shall provide the Company with a written record of the actual amount of actual number of persons within such category during the **Policy Period** and any information or supporting documentation in respect thereof that the **Company** may request. If the actual number of persons within such category ascertained exceeds **Insured's** estimate of the same, the **Insured** shall pay to the **Company** any additional premium that the **Company** may determine by reference to the differential, or if the actual number of persons within such category is less than the **Insured's** estimate of the same, the **Company** will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 25%..

6) Other Insurance/ Contribution Clause (Applicable for Medical Expenses Reimbursement Cover)

If two or more policies are taken by you during a period from one or more insurers to indemnify treatment costs, we shall not apply the contribution clause, but You shall have the right to require a settlement of Your claim in terms of any of your 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 you have policies from more than one insurer to cover the same risk on indemnity basis, you shall only be indemnified the hospitalization costs in accordance with the terms and conditions of the policy.

7) 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/ Cover. If you have any objections to any of the terms and conditions, you have the option of cancelling the Cover 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,

- i. a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges and if the risk has not commenced

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- ii. If the risk has commenced the stamp duty charges, medical examination charges & proportionate risk premium for period on cover would be deducted.
- iii. Where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

8) Portability Condition

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

9) Withdrawal of Covers

There is possibility of withdrawal of these cover at any time in future with appropriate approval from IRDA, as **we** reserve **our** right to do so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of these covers, at the time of **your** seeking renewal of this Policy, **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 under which this Policy is issued, then these covers 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.

10) 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.

COVER 3: LIABILITY SECURE (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

COVER 3(A): PUBLIC LIABILITY COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The **Company** will indemnify the **Insured** against its legal liability (including **Defence Costs**) to pay **Damages** for third party civil **Claims** arising out of **Bodily Injury** or **Property Damage** caused in the course of **Business** by an **Accident** in the **Insured Premises** and during the **Policy Period** if notified during the **Policy Period** in accordance with the terms of this **Policy**.

The **Company** will, subject to the **Limit of Indemnity**, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any **Claim** and the **Insured's** costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated **Claim** against the **Insured** falling within the terms of this **Policy**. All amounts expended by the **Company** in the payment of any **Claim** or in **Defence Costs** will reduce the **Limit of Indemnity**.

SPECIAL CONDITIONS APPLICABLE TO COVER 3(A)

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:

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- 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** and 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 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. The **Insured** shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the **Company** with access to such records as requested. The **Company** may at any reasonable time inspect any property of the **Insured**.
 5. 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, then:
 - a) The **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same, and
 - b) The **Property Damage** shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.
 6. An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Legal Notice sent by the victim to the **Insured**
 - iii. Detailed Occurrence Report
 - iv. FIR (if applicable)
 - v. Post Mortem (if performed)
 - vi. Hospital Admissions Summary and Discharge Card
 - vii. Survey Report
 - viii. Discharge Voucher
 - ix. Any other document as required by the **Company** to process the claim

SPECIAL EXCLUSIONS APPLICABLE TO COVER 3(a)

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. **Deductible**: Rs. 25,000 in respect of each and every **Claim** made under this Cover of the **Policy**.
2. Any agreed assumption of risk by the **Insured**, save to the extent that liability would have attached in the absence of such agreement.
3. Any **Accident** arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.
4. Any bodily injury of any person under a contract of employment or apprenticeship with the **Insured**, or the **Insured's** contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.
5. 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.

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6. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
8. The ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - a) **Accidents** caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - b) **Accidents** occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - c) **Claims** for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - d) **Claims** arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.
9. The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft.
10. The transportation of materials and/or hazardous or dangerous substances outside the **Insured Premises**.
11. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the **Insured**. An indemnity shall however be provided for **Claims** arising out of **Accidental** damage to the **Insured Premises** or the **Contents** thereof, that are temporarily occupied by the **Insured** for working thereon, but only to the extent the **Insured** is held legally liable for the same independently of any specific agreement relating to the use of the same.
12. Damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or working for the **Insured**. An indemnity shall however be provided for **Claims** arising out of damage to **Employees'** and visitors' clothing or personal effects brought onto the **Insured Premises** with the **Insured's** consent
13. The deliberate, conscious or intentional disregard by the **Insured's** management of the need to take all reasonable steps to prevent **Bodily Injury** and/or **Property Damage**.
14. **Bodily Injury** and/or **Property Damage** occurring prior to the **Retroactive Date**.
15. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
16. **Pollution** of any kind.
17. Any **Product**.
18. Any **Claim** made, threatened or intimated against the **Insured** prior to the **Policy Period**.
19. 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**.
20. Liability more specifically insured elsewhere.
21. Any **Claim** made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal.
22. Any **Claim** directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

COVER 3(B): WORKMEN'S COMPENSATION ACT COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

If at any time during the **Period of Insurance** any **Employee** in the **Insured's** immediate service shall sustain personal injury by **Accident** or disease arising out of and in the course of his employment by the **Insured** in the **Business** and if the **Insured** shall be liable to pay compensation for such injury either under the law(s) set out in the **Schedule** or at Common Law, then subject to the terms exceptions and conditions contained herein or endorsed hereon the **Company** will indemnify the **Insured** against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefor this **Policy** shall remain in force but the liability of the **Company** shall be limited to such sum as the

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Company would have been liable to pay if the law(s) had remained unaltered.

SPECIAL CONDITIONS APPLICABLE TO COVER 3(B)

An indicative list of the various documents required at the time of a claim is mentioned below:

- i. Duly completed claim form signed by the claimant
- ii. Full Memorandum of the accident with the witnesses as submitted to the Factory Inspector
- iii. Proof of Attendance (Muster Copy-Certified)
- iv. Proof of Salary
- v. Proof of Age
- vi. Attested copy of Post-Mortem Report, if performed
- vii. Attested copy of Death Certificate, in case of death
- viii. Doctor's Certificate, stating percentage of disability, nature of injuries and treatment
- ix. X Ray Report, Pathology Lab Report and Medicine Purchase Bills
- x. Leave Certificate
- xi. Proof of total number of employees at the time of **Accident**
- xii. Discharge Voucher
- xiii. Any other document as required by the **Company** to process the claim

SPECIAL EXCLUSIONS APPLICABLE TO COVER 3(B)

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. Any injury by **Accident** or disease directly attributable to war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
2. The **Insured's** liability to employees of contractors to the **Insured**.
3. Any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. Any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

COVER 4: PROPERTY SECURE (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

COVER 4(A): FIRE AND ALLIED PERILS COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

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

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Cover 4A, in case of contradiction of these Policy Wordings with the provisions of **Bajaj Allianz General Insurance Company Ltd Bharat Sookshma Udyam Suraksha Policy** Wordings annexed hereto, then the **Bajaj Allianz General Insurance Company Ltd Bharat Sookshma Udyam Suraksha Policy** Wordings annexed hereto shall prevail over these Policy Wordings.

COVER 4(B): BURGLARY & ROBBERY COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The **Company** will indemnify the **Insured** in respect of:

- 1 The loss of or damage to **Contents** or any part thereof whilst contained in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** during the **Policy Period**.
- 2 Damage to the **Insured Premises** (including the reasonable costs incurred by the **Insured** for changing damaged locks at the entry and/or exit points to the **Insured Premises** and at internal entry and/or exit points) caused by actual or attempted **Burglary** during the **Policy Period**.

The coverage provided hereunder includes the loss of money caused by:

- 1 Actual or attempted **Burglary** during the **Policy Period** but only if the money is contained in a **Safe** or **Strong Room** whilst the **Insured Premises** are unoccupied.
- 2 **Robbery** during the **Policy Period** from the cashier's till and/or counter in the **Insured Premises** during business hours.

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SPECIAL CONDITIONS APPLICABLE TO COVER 4(B)

It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:

- a) Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief.
- b) Immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the **Insured** intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**.
- c) Within 14 days deliver to the **Company** a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**. An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report
 - iii. Survey Report
 - iv. FIR/ Police Panchanama
 - v. Final Investigation Report
 - vi. Discharge Voucher
 - vii. Any other document as required by the **Company** to process the claim
- d) Expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
- e) Take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary** and discover and recover any **Contents** and/or money lost.
- f) Ensure that any security system or aid specified in the proposal 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.
- g) Ensure that when the **Insured Premises** are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
- h) The **Insured** shall maintain a contemporaneous account of money held in a **Safe** or **Strong Room** and keep the same securely in some place other than the **Safe** or **Strong Room**. The liability of the **Company** (subject to the **Sum Insured**) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the **Company** in the event of a claim.

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(B)

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. **Valuables**.
2. **Deductible**: The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of a peril in respect of which the **Insured** is indemnified by this Cover under the **Policy**.
3. any claim in which the **Insured**, any employee or any other person lawfully on or about the **Insured Premises** is or is alleged to be in any way concerned or implicated.
4. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.
5. **Contents** from any **Safe** or **Strong Room** following the use of a key to gain access thereto, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**.
6. Loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles.

COVER 4(C): MONEY INSURANCE COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

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

SPECIAL CONDITIONS APPLICABLE TO COVER 4(C)

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1. It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:
 - a) Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief.
 - b) Immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the **Insured** intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**.
 - c) Within 14 days deliver to the **Company** a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**. An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report
 - iii. Daily Stock Register/ Sales Register/ Cash Register
 - iv. Last three years Balance Sheet and P&L Statement
 - v. FIR/ Police Panchnama
 - vi. Final Investigation Report
 - vii. Discharge Voucher
 - viii. Any other document as required by the **Company** to process the claim
 - d) Expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
 - e) Take all reasonable steps to identify the perpetrators of the **Robbery** and/or theft and discover and recover any money lost.
2. The **Insured** shall:
 - a) Take all reasonable steps to safeguard the money and any means by which the money is **In Transit** against any insured event.
 - b) Ensure that any security system or aid specified in the proposal 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.
3. The **Insured** shall maintain a contemporaneous daily written record of the money **In Transit** and such record shall be produced to the **Company** in the event of any claim.

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(C)

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. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind.
2. Loss of money carried by anyone other than the **Insured** or an **Employee**.
3. Loss of money where the **Insured** or an **Employee** is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
4. Money carried under contract of affreightment.
5. Loss of money from an unattended vehicle.
6. Loss of money **In Transit** being transported other than as stated in the proposal form or otherwise agreed in writing by the **Company**.
7. Loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
8. Any loss of or damage to any property, whether belonging to the **Insured** or an **Employee** or any third party.
9. Any personal or bodily or mental injury or suffering of any description.
10. Any loss not discovered within a period of 72 hours after its occurrence.

COVER 4(D) ELECTRONIC EQUIPMENT'S COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

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

1. The repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or

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damage to **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 item of **Electronic Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**.

2. The repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to **External Data Media** and/or the costs of restoring information and data stored therein, provided that:
 - a. The maximum liability of the **Company** in respect of any one item of **External Data Media** in any one **Policy Period** shall not exceed the cost of replacing the damaged **External Data Media** with new **External Data Media** of the same type and quality; and
 - b. The maximum liability of the **Company** in respect of the restoration of information and data stored in the **External Data Media** shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and
 - c. The **Company** shall not be liable to make payment for the restoration of information and data stored in the **External Data Media** unless this can be achieved from a backup system for the lost data and information

SPECIAL CONDITIONS APPLICABLE TO COVER 4(D)

1. The **Sum Insured** in respect of each item of **Electronic Equipment** and **External Data Media** must equal the cost of the replacement of the same with new property of the same kind and capacity. In the event of a loss, the basis of loss settlement shall be as follows:
 - a) Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation will be deducted except for parts with limited life.
 - b) In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
 - c) If the value of any **Electronic Equipment/ External Data Media** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
 - d) If, in the opinion of the **Company**, it is unnecessary to restore lost data or information and/or if the same has not been effected by the **Insured** within 7 days of the **Accident** causing the data or information to be lost, then the **Company's** liability to make payments shall be limited solely to the cost of repairing or replacing the damaged **External Data Media**.
2. An indicative list of the various documents required at the time of a claim is mentioned below:
 - a) Duly completed claim form signed by the claimant
 - b) Detailed Occurrence Report
 - c) Survey Report
 - d) Payment receipts for the repair/replacement
 - e) Final Investigation Report
 - f) Salvage Details
 - g) Discharge Voucher
 - h) Any other document as required by the **Company** to process the claim

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(D)

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 Any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**.
- 2 Loss or damage for which the manufacturer or supplier is responsible.
- 3 Loss or damage caused to any item of **Electronic Equipment** or **External Data Media** older than 10 years from the date of manufacture.

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- 4 Loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
- 5 Any costs incurred in connection with the maintenance of the **Electronic Equipment** or **External Data Media**, including parts replaced in the course of such maintenance operations.
- 6 Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder.
- 7 loss or damage caused by or arising out of the willful acts or willful gross negligence of the **Insured** and/or the **Insured's** employees.
- 8 The cost of transporting the **Electronic Equipment** or **External Data Media** to and from the place of repair.
- 9 Loss of or damage to any **Electronic Equipment** or **External Data Media** by perils insurable under any other Cover of this **Policy**.
- 10 Loss or damage to mobile phones or other similar communication devices.
- 11 Any costs arising from false programming, punching, labeling or inserting, inadvertent cancelling of the information or discarding of data media and from loss of information caused by magnetic fields.
- 12 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.
- 13 **Deductible:** The first 10% or Rs. 2,500/- (whichever is higher) of each and every claim in respect of damage to computers, and the first 5% or Rs. 1,000/- (whichever is higher) of any claim concerning any other item of **Electronic Equipment** and/or **External Data Media**.

COVER 4(E): PORTABLE EQUIPMENTS COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

Subject to the terms, exceptions, limitations and condition contained herein or endorsed hereof, the **Company** agrees to indemnify the **Insured** if at any time during the **Policy Period** the **Portable Equipments** described in the **Schedule** hereto and belonging to the **Insured** be lost or damaged by reason and on account of any of the contingencies mentioned below but not exceeding in the aggregate the total **Sum Insured** specified in the **Schedule**:

1. **Fire and Allied Perils**
2. **Burglary** and theft
3. External **Accidental** damage
4. Electrical and/or mechanical breakdown
5. Terrorism and/or act of terrorism (the expression/s "Terrorism and/or act of terrorism" shall have the same meaning/s as contained in the Terrorism Damage Exclusion Warranty)

SPECIAL CONDITIONS APPLICABLE TO COVER 4(E)

1. Special Conditions:-
 - a) Upon the occurrence of any loss or damage likely to give rise to a claim under this **Policy**, the **Insured** shall immediately on the discovery thereof give notice in writing to the **Company** setting forth as early as possible the circumstances under which it occurred and the manner in which it was brought to his knowledge. Police FIR is mandatory in case of a theft claim.
 - b) The **Insured** shall within fourteen days of the occurrence further deliver to the **Company** detailed particulars of the various kinds of property lost or damaged and every part thereof together along with all documentation required to support and substantiate the amount sought from the **Company**. An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report
 - iii. A specification showing the actual intrinsic value of each of the various articles and things so lost or damaged and the nature and extent of the damage.
 - iv. Survey Report
 - v. Payment receipts for the repair/replacement
 - vi. Final Investigation Report
 - vii. Salvage Details
 - viii. Discharge Voucher

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- ix. Any other document as required by the **Company** to process the claim
- c) The **Insured** shall also furnish all such explanations, plans, vouchers, proofs of ownership value, loss and damage and in its absolute discretion require for the substantiation of the claim and the evidence of the **Insured** shall not of itself be deemed sufficient proof by the **Company** of a claim under this **Policy**.
- d) The **Insured** shall take all practicable steps to discover and punish the guilty person or persons if any and to trace and recover the property lost.
2. 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 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 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.
3. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.
4. In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the **Company** shall not be liable for more than the depreciated value of the particular instrument/component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/component.

Depreciation Chart

Age of the Instrument/Component	Depreciation Percentage
Upto 6 months	10%
Upto 1 year	20%
Upto 2 years	40%
Upto 3 years	50%
Upto 4 years	60%
Upto 5 years	70%

5. A maintenance agreement should be in force at the inception of this **Policy** and is to be maintained during the currency of this **Policy** and no variation in the terms of the agreement should be made without the written consent of the **Company** being obtained.
6. In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the **Company** exercising the option to pay in cash the amount of the loss or damage, the liability of the **Company** in respect of any such components shall be limited to:
- a) The price quoted in the latest catalogue or price list issued by the makers or their agents in this country
- Or
- b) If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty
- Plus
- c) The reasonable cost of fitting such parts

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(E)

No indemnity is available hereunder and no payment will be made by the **Company** for any claim directly or

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indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. **Deductible:** The first 5% of each and every claim subject to a minimum of Rs. 5000 in respect of each and every loss arising out of a peril in respect of which the **Insured** is indemnified by this Cover under the **Policy**.
2. Loss or damage to the property by or due to or arising from:
 - (a) Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
 - (b) Manufacturing defects for which the manufacturer is responsible.
 - (c) Mechanical and/or electrical breakdown and/or derangement, overloading or strain, overrunning excessive pressure, short circuiting and/or self-heating.
 - (d) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agents.
 - (e) Scratching, cracking and/or denting.
3. Consequential loss of whatsoever nature.
4. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Theft, loss or damage during the hire or loan of the instrument to a third party.
7. Mysterious disappearance.
8. Loss or damage to any unattended item/equipment which is covered in the **Policy**.
9. Loss or damage due to theft or attempted theft by any **Employees** of the **Insured** or loss or damage occasioned through the willful act of the **Insured** or any **Employee** or the willful act of any other person with a connivance of the **Insured** or any **Employee**.
10. or other similar convulsion of nature and atmospheric disturbance.
11. Loss or damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.
12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
13. Loss or damage to the property insured directly caused by the action of any lawfully constituted authority in suppressing or attempting to suppress any act of terrorism committed by a person or persons acting on behalf of or in connection with any organization or in minimizing the consequence thereof.
14. Any loss or damage to the insured property or to the general public and/or legal liability arising out of immoral or unethical use of insured property.
15. Electromagnetic Field (EMF) Exclusion: The **Policy** does not apply to, have no liability hereunder to the **Insured** in respect of personal injury, bodily injury or illness of a person, loss or damage to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the **Insured's** power lines or otherwise.

COVER 4(F): PLATE GLASS COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The **Company** will indemnify the **Insured** in respect of:

- a. any **Accidental** loss of or damage caused to **Plate Glass** at the **Insured Premises** occurring during the **Policy Period**, and
- b. the reasonable cost of repairing and reinstating frames and/or 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.

SPECIAL CONDITIONS APPLICABLE TO COVER 4(F)

- 1 The **Company** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to

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- a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the **Insured**.
- 2 If the **Company** opts to make payment to the **Insured**, then:
 - a. 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**.
 - b. 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**.
 - c. The **Company's** liability to make payment shall be up to the sub-limit of the **Sum Insured** specified in the **Schedule** for each item of **Plate Glass**, subject always to the **Sum Insured**.
 - d. All **Plate Glass** in respect of which a claim is accepted under this **Policy** shall become the property of the **Company** and the **Insured** shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.
 - 3 An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report
 - iii. Survey Report
 - iv. Payment receipts for the repair/replacement
 - v. Final Investigation Report
 - vi. Salvage Details
 - vii. Discharge Voucher
 - viii. Any other document as required by the **Company** to process the claim

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(F)

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

COVER 4(G) NEON SIGN/GLOW SIGN COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The **Company** will indemnify the **Insured** against the reasonable repair or replacement costs of the **Insured's** neon sign or glow sign fixed at the **Insured Premises** caused by:

- 1 **Accidental** means
- 2 **Accidental** fire, flood or inundation
- 3 Lightning or external explosion or theft
- 4 Riot, strike or malicious act
- 5 Storm, tempest, typhoon, hurricane, tornado or cyclone occurring during the **Policy Period**.

SPECIAL CONDITIONS APPLICABLE TO COVER 4(G)

- 1 Where an 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.
- 2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the **Sum Insured**.
- 3 An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report

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- iii. Survey Report
- iv. Payment receipts for the repair/replacement
- v. Final Investigation Report
- vi. Salvage Details
- vii. Discharge Voucher
- viii. Any other document as required by the **Company** to process the claim

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(G)

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 Any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**.
- 2 Loss or damage for which the manufacturer or supplier is responsible.
- 3 Loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
- 4 Any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations.
- 5 Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder.
- 6 Loss or damage caused by or arising out of the willful acts or willful gross negligence of the **Insured** and/or the **Insured's** employees.
- 7 The fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults.
- 8 Loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

COVER 4(H): FIDELITY GUARANTEE COVER (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

The **Company** will provide an indemnity in respect of direct pecuniary loss sustained by the **Insured** in consequence of any deliberate fraudulent or dishonest act of an **Employee**, and first committed during the **Period of Insurance**, provided that:

- a) Such loss is committed during the course of the **Business**, and
- b) Such loss is committed by the **Employee** with the primary intention to obtain personal financial gain, and
- c) Such loss is first discovered during the **Policy Period**, and
- d) The **Company's** liability to indemnify is subject to the **Deductible**, the **Employee Sum Insured** and the **Limit of Indemnity**

SPECIAL CONDITIONS APPLICABLE TO COVER 4(H)

1. It is a condition precedent to the **Company's** liability under this **Policy** that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the **Insured** shall:
 - a) Immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the **Schedule** for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
 - b) Take all reasonable steps to minimise the quantum of any claim that may be made and/or any further loss that might arise, and
 - c) Immediately lodge a complaint with the police detailing the loss in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
 - d) Within 14 days deliver to the **Company** a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**. An indicative list of the various documents required at the time of a claim is mentioned below:
 - i. Duly completed claim form signed by the claimant
 - ii. Detailed Occurrence Report
 - iii. Daily Stock Register/ Sales Register/ Cash Register

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- iv. Proof of Employment and Nature of Duties
- v. Final Investigation Report
- vi. Discharge Voucher
- vii. Any other document as required by the **Company** to process the claim
- e) Expeditiously and at the **Insured's cost** provide the **Company** and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the **Company's** liability hereunder that might reasonably be required.
2. In the event of the **non-renewal** or cancellation of this **Policy**, the **Company** shall (subject to the **Policy** terms, conditions, and exclusions) accept losses arising during the **Policy Period** and first discovered within 90 days of the date of cancellation or expiry of the **Policy Period**, as the case may be.
3. If a loss is sustained by the **Insured** as a result of the fraudulent or dishonest conduct of an **Employee** and other employees, then the liability of the **Company** shall stand reduced in the same proportion as the number of **Employees** bears to the number of employees involved in causing the said loss.
4. Any monies which, but for the dishonest or fraudulent conduct of the **Employee** concerned, would have been payable to such **Employee** by the **Insured** and any monies of such **Employee** with the **Insured** (or which may come into the custody, care or control of the **Insured**) shall be applied by the **Insured**, to the extent it is legally entitled to do so, against the amount payable by the **Company** in diminution or extinction of any loss.
5. In no event shall the **Company** be liable under this **Policy** for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
6. If so indicated in the **Schedule**, then during the **Policy Period** the **Insured** shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by **Employees**, which record shall be available for inspection by the **Company** at any reasonable time. Within one month from the expiry of this **Policy**, the **Insured** shall provide the **Company** with a written record of the actual amount of cash or stock held by **Employees** during the **Policy Period** and any information or supporting documentation in respect thereof that the **Company** may request. If the amount of cash or stock held by **Employees** ascertained after the expiry of this **Policy** shall differ from the **Insured's** estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by **Employees** exceeds the **Insured's** estimate of the same) the **Insured** shall pay to the **Company** any additional premium that the **Company** may determine by reference to the differential, or (if the actual amount of cash or stock held by **Employees** is less than the **Insured's** estimate of the same) the **Company** will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 75%.
7. The insurance provided by this **Policy** shall be deemed cancelled in respect of any **Employee**:
 - a) Immediately upon the discovery by the **Insured** of any dishonest or fraudulent act, error or omission on the part of such **Employee**; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the **Employee** concerned;
 - b) Immediately upon the **Company** and/or the **Insured** giving written notice of the same.

SPECIAL EXCLUSIONS APPLICABLE TO COVER 4(H)

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. Any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the **Insured's** books of account, loss of opportunity, business interruption, market loss, loss of gain or potential gain which should have accrued to the **Insured** (including but not limited to interest and dividends), or otherwise.
2. Any legal liability of any kind.
3. Any fraudulent or dishonest act of an **Employee** not discovered within 12 months (subject to condition 2) of the date upon which such **Employee** ceased to be an employee of the **Insured** for any reason.
4. Any expenses incurred by the **Insured** in establishing the existence of or quantification of any fact or matter or loss giving rise to a claim under this **Policy**.

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5. Any fact or matter or circumstance of which the **Insured** was, or ought reasonably to have been, aware at the commencement of the **Policy Period**.
6. The **Company** is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
 - a) The **Insured** carries on any business other than the **Business**, and/or
 - b) There is any material change in the facts and matters stated in the **Insured's** proposal, and/or
 - c) The duties or terms of service of **Employees** differ from those described in the proposal, and/or
 - d) The precautions and checks for ensuring the accuracy of the **Insured's** accounts and stocks are not as described in the **Insured's** proposal.

GENERAL DEFINITIONS APPLICABLE TO ALL COVERS (UNLESS OTHERWISE MORE SPECIFICALLY MENTIONED UNDER COVER 4A)

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

1. **Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **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** therefrom.
3. **Business** means the business of the **Insured** specified in the **Schedule**.
4. **Claim** means the receipt by the **Insured** of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the **Insured**, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**.
All **Claims** resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one **Claim** under this **Policy** and as having been made at the time when the first **Claim** was made in writing. The coverage for such **Claims** shall expire 3 years after the first **Claim** of such series has been notified to the **Company**.
5. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
6. **Contents** means the items specified in the **Schedule**.
7. **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.
8. **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.
9. **Day Care Treatment** refers to medical treatment, and/or surgical procedure which is:
 - undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
 - 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
10. **Deductible** means the amount which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.
11. **Defence Costs** means the expenses incurred by or on behalf of the **Insured** or the **Company** in the investigation or settlement or defence of a **Claim** and shall include legal costs and disbursements.
12. **Earning Parent** means the father who is engaged in an occupation and is having an earning capacity. However, if the father is not engaged in an occupation, **Earning Parent** would mean the mother who is engaged in an occupation and is having an earning capacity.
Moreover, in the event of a single parent, **Earning Parent** would represent that particular parent itself.
13. **Electronic Equipments** mean the items specified in the **Schedule** and which are contained or fixed at or in the

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Insured Premises.

14. **Employee Sum Insured** means the amount specified in the **Schedule** against the name of an **Employee** which, subject to the **Limit of Indemnity**, shall be the **Company's** maximum liability for any and all claims in respect of that **Employee**.
15. **Employee** means, for the purposes of Cover 4(h) (Fidelity Guarantee Cover), the category of employees named in the **Schedule** and/or persons who have entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the **Business**.
Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a casual nature and/or who is employed other than for the purposes of the **Business**.
16. **External Data Media** means the items specified in the **Schedule**, which are located at or fixed in the **Insured Premises**.
17. **Fire and Allied Perils** mean the perils insured under Cover 4(a) (Fire and Allied Perils Cover) of this **Policy**.
18. **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 benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
19. **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.
20. **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.
21. **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.
- Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event
22. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
23. **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.
24. **Insured** means the person or organization named in the **Schedule**.
25. **Insured Person(s)** means the employee and/or member who is/are covered as per the **Schedule**.
26. **Insured Premises** means the premises named in the **Schedule** from which the **Insured** operates his **Business**.
27. **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a point in

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- transit by the **Insured** or an **Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a point in transit by the **Insured** or an **Employee** until delivered to the bank and/or the **Insured Premises** and/or a point in transit by the **Insured** or an **Employee**.
28. **Limit of Indemnity** means the amount stated in the **Schedule**, which shall be the **Company's** maximum liability under this **Policy** (inclusive of **Damages** and/or **Defence Costs**, and regardless of the number of **Insureds** or claimants or the total number or amount of **Claims** made against the **Insured**) for any one **Claim** and in the aggregate for all **Claims** made against the **Insured** during the **Policy Period**.
29. **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.
30. **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.
31. **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.
32. **Named Insured/ Insured** means the persons, or his Family members, named in the Schedule.
33. **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.
34. **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.
35. **Occupation** means **Your** occupation as shown in the **Schedule**
36. **OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
37. **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
38. **Period of Insurance** means the period between the **Retroactive Date** and the expiry date specified in the **Schedule** and, if no **Retroactive Date** is specified, then the **Policy Period**.
39. **Permanent Partial Disability** means medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified
40. **Policy** means the proposal, the **Schedule**, the **Policy** document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
41. **Policy Period** means the period commencing from effective date and hour as shown in the **Schedule** and terminating at midnight on the expiry date as shown in the **Schedule**.
42. **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
43. **Portable Equipment's** means the items specified in the **Schedule**
44. **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

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one insurer to another.

45. **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.
46. **Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the **Insured** to his **Employees** as a staff benefit.
47. **Property Damage** means actual physical damage to tangible material property belonging to a third person.
48. **Proposal** means the proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance
49. **Qualified nurse** means person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
50. **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 illness / injury involved
51. **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.
52. **Retroactive Date** means the date specified in the **Schedule**.
53. **Robbery** means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by so putting in fear, induces the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured And/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint. The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.
54. **Safe** means a strong cabinet within the **Insured Premises** designed for the safe and secure storage of valuable items, and access to which is restricted.
55. **Schedule** means 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**
56. **Strong Room** means a room within the **Insured Premises** designed for the secure storage of money, and access to which is restricted.
57. **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.
58. **Sum Assured** means the amount stated in the **Schedule**, which (save as expressly stated to the contrary) is the maximum amount per **Insured Person** or person within a category of insured persons for which the **Company** will make payment for any and all claims in the aggregate in relation to the Coverage Part to which the **Sum Assured** relates during the **Policy Period**.
59. **Sum Insured** means the amount stated in the **Schedule**, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the **Insureds** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Insured** relates during the **Policy Period**.
60. **Total Sum Assured** means the amount stated in the Schedule, which is the maximum amount we will pay for claims made by you irrespective of the number of claims you make or the number of years that

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you have had a Personal Accident Policy with us

61. **Unproven/Experimental** treatment is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
62. **Valuables** means:
- Gold or silver or any precious metals or articles made from any precious metals;
 - Watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - Deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
63. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule
64. **We, Our, Ours, Us** means the Bajaj Allianz General Insurance Company Limited.

GENERAL EXCLUSIONS APPLICABLE TO ALL COVERS (UNLESS OTHERWISE MORE SPECIFICALLY MENTIONED UNDER COVER 4A)

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

- The **Insured's** 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.
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 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.
- Liability more specifically insured elsewhere.
- Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
- 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 COVER 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 COVERS (UNLESS OTHERWISE MORE SPECIFICALLY MENTIONED UNDER COVER 4A)

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)/Earning Parent** of the **Insured Person(s)**

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(applicable for Cover 1(a)), shall be a condition precedent to any liability of the **Company** under this **Policy**.

2 Reasonable Care

The **Insured** shall:

- a) Take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
- b) Take all reasonable steps to prevent a claim from arising under this **Policy**;
- c) Ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- d) When the **Insured Premises** are left unattended or unoccupied, ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3 Duties and Obligations after Occurrence of an Insured Event

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

- 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 **Sum Insured** and/or the **Limit of Indemnity**.

4 Basis of Claim Payment (Applicable to Covers where not specifically mentioned)

- 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** 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** 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.
- c) If the value of the property hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.
- d) **Claim Settlement Procedure (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

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pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment.

5 Contribution (Not Applicable to Health Covers)

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 Cover 1(b) and Cover 2.

6 Subrogation (Not Applicable to Health Covers)

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 Cover 1(b) and Cover 2.

7 Fraud

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

8 Cancellation

i. Cancellation by You at any time

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

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

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

ii. Cancellation by Us

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

9 Renewal Clause

Based on the claims history of Cover 3 and Cover 4, the following loading shall be applicable on renewals for Cover 3 and Cover 4 only:

Incurred Claims Ratio under Cover 3 & 4	Loading Percentage (%)
Between 80% and 100%	25%
Between 101% and 125%	55%
Between 126% and 150%	90%

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Between 151% and 175%	120%
Between 176% and 200%	150%
Over 200%	Cover to be Reviewed

Renewal Clause exclusive for Cover 1 and 2

Under normal circumstances, renewal of the covers will not be refused except on the grounds of moral hazard, misrepresentation and fraud of the **Insured**. In case of our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. Any accident/medical expenses incurred as a result of disease condition during the break period will not be admissible under the policy.

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

10 Revision/ Modification of the Policy

There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from 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.

11. Dispute Resolution

- 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
- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the **Company** has disputed or not accepted liability under or in respect of this **Policy**
- It is hereby expressly stipulated and declared that it shall be a **condition precedent** to any right of action or suit upon this **Policy** that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained
- 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
- 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

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 Cover 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

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**.

15. Territorial Limits

This **Policy** covers insured events arising during the **Policy Period** within India, save in respect of Cover 1(a), Cover 1(b) and Cover 2, wherein **Accidental Bodily Injuries** sustained during the **Policy**

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Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.

16 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 Bajaj Allianz House, 1st Floor Airport Road, Yerwada Pune 411006,

E-mail: Bagichelp@bajajallianz.co.in

17. Grievance Redressal Procedure

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

Level 1

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

- Our Website @ <https://general.bajajallianz.com/Corp/aboutus/general-insurance-customer-service.jsp>
- Call us on our Toll free no 1800 209 5858
- Mail us on bagichelp@bajajallianz.co.in
- Write to Bajaj Allianz General Insurance Co. Ltd.
Bajaj Allianz House, Airport Road, Yerwada Pune- 411006

Level 2

In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer at ggro@bajajallianz.co.in

Level 3

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

If you are still not satisfied with the solutions provided, write to Head of Customer experience directly at head.customerservice@bajajallianz.co.in.

Grievance Redressal Cell for Senior Citizens

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

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

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

OMBUDSMEN

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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@ecoi.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: ecoi.co.in bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL - Shri. R K Srivastava 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@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.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@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

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Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

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Office Details	Jurisdiction of Office Union Territory, District
Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	
DELHI - Smt. Sandhya Baliga 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@ecoi.co.in	Delhi.
GUWAHATI - Sh. / Smt. 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri. G. Rajeswara Rao 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: ecoi.co.in bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Shri. P. K. Vijayakumar 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: ecoi.co.in bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113

Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

UIN:

Office Details	Jurisdiction of Office Union Territory, District
<p>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: ecoi.co.in bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Shri. N. P. Bhagat 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@ecoi.co.in</p>	<p>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, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Shri. A. K. Dasgupta 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@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri. Ajesh Kumar 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@ecoi.co.in</p>	<p>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, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri. Sadasiv Mishra Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>

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UIN:

Office Details	Jurisdiction of Office Union Territory, District
PUNE - Shri. A. K. Sahoo 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@ecoi.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