

PREMIUM PERSONAL GUARD - POLICY DOCUMENT

Preamble

Our agreement to insure you is based on your Proposal to us, which is the basis of this agreement, and your payment of the premium. This Policy records the entire agreement between us and sets out what we insure, how we insure it, and what we expect of you.

Section I - Standard Personal Accident coverage

A. What we will pay for

Our liability to make payment to you for one or more of the events described at 1) to 4) below is limited to the Total Sum Assured, except as we have agreed at 2).

You agree that we shall deduct from any amount we have to pay under 1) to 4) any amount that we have already paid under any of 1) to 4), so that our total payments do not exceed the Total Sum Assured. However, if we become liable to make payment under 1) or 2), then this insurance will cease as far as you are concerned.

1. Death

We will pay the Nominee 100% of the sum assured shown under the schedule, if during the Policy Period you meet with Accidental Bodily Injury that causes death within 12 Months. During the Policy Period Your Spouse, Child as named in the schedule meet with Accidental Bodily Injury that causes death within 12 Months, then we will pay 50% & 25% (respectively for dependant Spouse & Child) of the Sum Assured as shown under the schedule.

2. Permanent Total Disability

We will pay you 200% of the sums assured shown under the Schedule if You meet with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability within 12 months. During the Policy Period if Your Spouse, Child as named in the schedule meet with Accidental Bodily Injury that causes Permanent Total Disability within 12 months, we will pay 100% & 50% (respectively for Spouse & child) of the Sum Assured as shown under the Schedule.

3. Permanent Partial Disability

If you meet with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months, we will pay the percentage shown in the table below applied to the sums assured shown under the Schedule. During the Policy Period if Your Spouse & or Child/Children as named in the schedule meet with Accidental Bodily Injury that causes Permanent Partial Disability within 12 months, we will pay 50% & 25% (respectively for Spouse & child) of the percentage shown in the table below applied to the sums assured shown under the Schedule

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 %

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- a. If you/your family member(s)' permanent partial disability is not listed in the table, then we will pay a proportion of the sum assured shown under the schedule. You agree that the amount payable by us will be decided by our medical advisors according to the degree to which you/your family member(s) normal functional physical capacity has been impaired permanently.
 - b. If you/your family member(s) named in the schedule were already suffering from Permanent Partial Disability before the date you/your family member(s) met with Accidental Bodily Injury, then the amount we pay will be reduced by that extent You agree that the reduction will be decided by our medical advisors according to the degree of Permanent Partial Disability from which you/your family member(s) named in the schedule were already suffering.
- 4. Temporary Total Disability**
(Children are excluded from this cover)
If the insured person (s) named in the schedule , except for the dependent children, suffer Accidental Bodily Injury during the Policy Period which completely prevents the insured person(s) from engaging in his/her respective occupation, then we will make a weekly payment under TTD benefit. The weekly benefit payable would be as per the Plan Opted.
- a. We will make the first payment when the insured person(s) named in the schedule satisfy us that the Accidental Bodily Injury has completely prevented the insured person (s) from engaging in his/her occupation.
 - b. We will stop making payments when we are satisfied that the insured person(s) named in the schedule can engage in his/her occupation again, or when we have 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 we have accepted a claim under 1) for death of you/your family member(s) named in the schedule, then we will pay towards the actual cost of transporting the remains of you/your family member(s) from the place of death to a hospital, cremation ground or burial ground. The amount we pay will be limited to the lower of Rs.5,000/- or 2% of the Sum Assured shown under the schedule.
 - b. **Children's Education Benefit**
If we have accepted a claim under either 1) or 2), then we will make a onetime payment of Rs.5,000/- each towards the cost of education of up to 2 of your dependent children who were under the age of 19 at the date You were covered under the policy met with Accidental Bodily Injury.

Section II - Hospital Confinement Allowance

If You/your family member(s) named in the schedule have opted for Hospital confinement Allowance Benefit, then we will pay sum insured opted under this cover for each complete calendar day that you/ your family member(s) had to be hospitalized for medical reasons because of the Accidental Bodily injury met with. The maximum period for Hospital Confinement Allowance would not exceed Thirty days during any one-policy period for each insured member. The per day allowance benefit would be 50% for Spouse & 25% for child, provided spouse & child are covered under the policy.

Section III - Accidental Hospitalization Expenses

If You/Your family member(s) named in the schedule are hospitalized on the advice of a Doctor because of Accidental Bodily Injury sustained during the Policy Period, then We will reimburse You, Reasonable and Customary Medical Expenses incurred up to a maximum sum insured shown in the schedule for this section aggregate in any one policy period. The medical expenses reimbursable would include

- i. The reasonable charges that you /your family member named in the schedule necessarily incur on the advice of a Doctor As an in-patient in a Hospital for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables.
- ii. Ambulance charges for carrying the insured member from the site of accident to the nearest hospital subject to a limit of Rs 1000 per claim.

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B Words and Phrases with special meanings

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

1. **Accident, Accidental**

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

2. **Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

3. **Congenital Anomaly**

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

a. **Internal Congenital Anomaly**

Congenital anomaly which is not in the visible and accessible parts of the body

b. **External Congenital Anomaly**

Congenital anomaly which is in the visible and accessible parts of the body

4. **Contribution**

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.

5. **Cumulative Bonus**

Cumulative Bonus shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.

6. **Daily Allowance**

Means the amount and period specified in the Schedule.

7. **Disclosure to information norm**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

8. **Emergency Care**

Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

9. **Grace Period**

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.

10. **Hospital**

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

--has qualified nursing staff under its employment round the clock;

--has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

--has qualified medical practitioner(s) in charge round the clock;

--has a fully equipped operation theatre of its own where surgical procedures are carried out;

--maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

11. **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.

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12. Illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

a. Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

13. Inpatient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

14. Injury/ Bodily Injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

15. Intensive Care Unit

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

16. Limit of Indemnity

Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified in A

17. Medical Advise

Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

18. Medical expenses

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.

19. Medical Practitioner/ Physician

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

20. Medically Necessary

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.

21. Named Insured/ Insured:

Insured means the persons, or his Family members, named in the Schedule.

22. Nominee

Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.

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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.

24. Occupation

Your occupation as shown in the Schedule

25. OPD treatment

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.

26. Permanent Total Disability

Disability Certificate from Civil Surgeon of Government Hospital stating the continuous and permanent:

- loss of the sight of both eyes
- physical separation of or the loss of ability to use both hands or both feet
- physical separation of or the loss of ability to use one hand and one foot
- loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

27. Permanent Partial Disability

Disability Certificate from Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability

28. Policy

This Policy Document, the Schedule and the Proposal

29. Policy Period

The period between and including the start and end dates shown in the schedule

30. Portability

Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

31. Pre-Existing Disease

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.

32. Proposal

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

33. Qualified Nurse

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

34. Reasonable and Customary Charges

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

35. Room rent

Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

36. Renewal

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

37. Subrogation

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.

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38. Surgery

Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

39. Schedule

Schedule means the schedule and any annexure to it.

40. Unproven/Experimental treatment

Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

41. **You, Your, Yourself/ Your** Family named in the schedule means the person or persons that We insure as set out in the Schedule

42. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

C What we will not pay for

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

1. Accidental Bodily Injury that You meet with:
 - a. Through suicide, attempted suicide or self inflicted injury or illness.
 - b. While under the influence of liquor or drugs.
 - c. Through deliberate or intentional, unlawful or criminal act, error, or omission.
 - d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 - f. As a result of any curative treatments or interventions that you carry out or have carried out on your body.
 - g. Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
2. Consequential losses of any kind or insured person's actual or alleged legal liability.
3. Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition.
4. Venereal or Sexually transmitted diseases
5. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
6. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority.
7. Nuclear energy, radiation.
8. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of these.

D Conditions

1. Conditions Precedent

Where this Policy requires you to do or not to do something, then the complete satisfaction of that requirement by you or someone claiming on your behalf is a precondition to any obligation we have under this Policy. If you or someone claiming on your behalf fails to completely satisfy that requirement, then we may refuse to consider your claim.

2. Insured

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

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3. Communications

Any communication meant for Us must be in writing and be delivered to Our address shown in the Schedule. Any communication meant for You will be sent by Us to Your address shown in the Schedule.

4. Making a Claim

If you meet with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a. You or someone claiming on behalf must inform us in writing immediately and in any event within 30 days.
- b. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. You must take reasonable steps to lessen the consequence of Bodily injury.
- d. You must have yourself examined by our medical advisors if we ask for this.
- e. You or some one claiming on behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f. In case of your death, someone claiming on your behalf must inform us in writing immediately and send us a copy of the post mortem (If conducted) report within 30 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.

List of Claim documents

- a. Death
 - Duly Completed Personal Accident Claim Form signed by Nominee.
 - NEFT Form
 - Copy of address proof (Ration card or electricity bill copy).
 - Attested copy of Death Certificate.
 - Burial Certificate (wherever applicable).
 - Attested copy of Statement of Witness, if any lodged with police authorities.
 - Attested copy of FIR / Panchanama / Inquest Panchanama.
 - Attested copy of Post Mortem Report (only if conducted).
 - Attested copy of Viscera report if any(Only if Post Mortem is conducted).
 - Claim form with NEFT details & cancelled cheque duly signed by Insured
 - Original Policy copy
- b. Permanent Partial /Total Disablement /Temporary Total Disability
 - Duly Completed Personal Accident Claim Form signed by insured.
 - Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability.
 - Attested copy of FIR. (If required)
 - All X-Ray / Investigation reports and films supporting to disablement.
 - Claim form with NEFT details & cancelled cheque duly signed by Insured
 - Original Policy copy.
- c. Children's education bonus
 - Bonafide certificate from school / college or certificate from the educational institution
- d. Hospital Confinement Allowance/ Accidental Hospitalisation 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

5. Paying a claim

- i. You agree that We need only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information.
- ii. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay

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Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.

- iii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, 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.
- iv. If We, for any reasons decides to reject the claim under the policy the reasons regarding the 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 under condition no. 19

6. Your change of Occupation

- a. If you change occupation then you must tell us in writing within 30 days of the change. If you do not do this, then this insurance will cease as far as you are concerned from the date that you changed your occupation.

7. Free Look Period

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

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

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

Free look period is not applicable for renewal policies.

8. Renewal & Cancellation

- Under normal circumstances, renewal will not be refused except on the grounds of Your moral hazard, misrepresentation or fraud.
- At the time of renewal, after completion of age 65 years, Insured members covered under Plan B, Plan C and Plan D would be offered to get covered under plan A.
- Further lifetime renewal benefit would be available only under Plan A.
- In case of Our own renewal a grace period of 30 days is permissible and the Policy will be considered as continuous coverage. Any claim incurred as a result of Accidental injury during the break period will not be admissible under the policy.
- For renewals received after completion of 30 days grace period, a fresh application of Personal Accident should be submitted to Us, it would be processed as per a new business proposal.
- After the completion of maximum renewal age of dependent children, the policy would be renewed for lifetime. However a separate proposal form should be submitted to us at the time of renewal with the insured member as proposer. Suitable credit of continuity for all the previous policy years would be extended in the new policy, provided the policy has been maintained without a break.
- Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
- We may cancel this insurance by giving You at least 15 days written notice, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Your non-cooperation.
- You may cancel this insurance by giving Us at least 15 days written notice, and if no claim has been made then We shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

Period on Risk	% of Annual Premium Refunded
Upto 1 month	75%
Exceeding 1 month and upto 3 months	50%
Exceeding 3 months and upto 6 months	25%
Exceeding 6 months	Nil

However, if any claim has been made then no refund will be given when you cancel.

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9. Revision/ Modification of the policy:

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

10. Assignment and Transfer of Insurance Policies (Subject to always that any assignment shall always be subject to provisions of Section 38 of Insurance Act 1938, as amended from time to time)

1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
2. Bajaj Allianz General Insurance Company Limited may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-clause (1) hereinabove, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
3. Bajaj Allianz General Insurance Company Limited shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.
4. Any person aggrieved by the decision of Bajaj Allianz General Insurance Company Limited to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from Bajaj Allianz General Insurance Company Limited containing reasons for such refusal, prefer a claim to the Authority.
5. Subject to the provisions in sub-clause (2) hereinabove, the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of Bajaj Allianz General Insurance Company Limited, shall not be operative as against Bajaj Allianz General Insurance Company Limited, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to and received by Bajaj Allianz General Insurance Company Limited with written acknowledgement by Bajaj Allianz General Insurance Company Limited:
Provided that where Bajaj Allianz General Insurance Company Limited maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.
6. The date on which the notice referred to in sub-clause (5) hereinabove is delivered to Bajaj Allianz General Insurance Company Limited shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-clause (5) hereinabove are delivered:
Provided that if any dispute as to priority of payment arises as between assignees the dispute shall be referred to the Authority.
7. Upon the receipt of the notice referred to in sub-clause (5) hereinabove, Bajaj Allianz General Insurance Company Limited shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against Bajaj Allianz General Insurance Company Limited that he has duly received the notice to which such acknowledgement relates.
8. Subject to the terms and conditions of the transfer or assignment, the insure shall, from the date of the receipt of the notice referred to in sub-clause (5) hereinabove, recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.
Explanation.—Except where the endorsement referred to in sub-clause (1) hereinabove expressly indicates that the assignment or transfer is conditional in terms of sub-clause (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.
9. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this clause.
10. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—
 - a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
 - b. If the insured surviving the term of the policy, the Conditional Assignment shall be valid:
Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.
11. In the case of the partial assignment or transfer of a policy of insurance under sub-clause (1) hereinabove, the liability of Bajaj Allianz

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General Insurance Company Limited shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

11. Withdrawal of Policy

There is possibility of withdrawal of this product 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 this product, at the time of Your seeking renewal of this Policy, You can choose, among Our available similar and closely similar Personal Accident 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 product under which this Policy is issued, then this Policy 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.

12. Cumulative Bonus

If You renew Your Premium Personal Guard Policy with Us without any break in the Policy Period and there has been no claim in the preceding year, then We will increase the Limit of Indemnity by 10% of Sum Assured per annum as Cumulative Bonus, The maximum cumulative increase in the Limit of Indemnity will be limited to 5 years and 50% of Sum Assured.

This clause does not alter the annual character of this insurance or Our right to decline to renew or to cancel the Policy.

13. Portability Conditions

Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail Personal Accident policies of other non-life insurers.

Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were insured under a Group Personal Accident of Bajaj Allianz and are availing Personal Accident policy of Bajaj Allianz. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Personal Accident 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).

14. Policy Changes

No change can be made to this Policy unless we have approved it, and confirmed our approval by endorsing the schedule. No one is authorized to make or confirm any change on our behalf.

15. Change of Plan

- Change of plan can be done at the time of renewal.
- For change of plan, fresh proposal form along with the renewal notice should be submitted

16. Territorial Limits

- We cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but we will only make payment within India and in Indian Rupees.
- For Hospital Confinement Allowance and Accidental Hospitalization expenses (i.e Section II and III) We will make payment only expenses incurred in India and in Indian Rupees

17. Fraud

If you make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost.

18. Arbitration

- a. Any disputes or differences under or concerning this Policy, including its meaning or the amount to be paid for a claim, are to be referred to arbitration under the Arbitration & Conciliation Act 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- b. It is a condition precedent to any right of action or suit on this Policy that an arbitral award has first been obtained.
- c. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

19. Applicable Law

Indian law governs this Policy and the relationship between us. The section headings we have used are for ease of reference rather than for any interpretative purpose.

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20. Grievance Redressal Procedure

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

Please read your policy and schedule.

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

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

Initially, we suggest you contact the Branch Manager/ Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy. Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road

Yerawada, Pune 411006

E-mail: customercare@bajajallianz.co.in

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

1800-1025858 (free calls from Bharti users – mobile /landline) or 020-30305858

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

Office of the Ombudsman	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa

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CHANDIGARH	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI		Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri D. C. Choudhury	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Shri R. Jyothindranathan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

PREMIUM PERSONAL GUARD

KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI		Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

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