

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerawada, Pune - 411 006
UIN: IRDAN113CP0001V01201920

ENVIRONMENT PROTECT PREMISES
(Claims Made Basis)

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PREAMBLE

Whereas the Insured described in the **Policy Schedule** hereto (hereinafter called the 'Insured') has made to **Bajaj Allianz General Insurance Company Limited** (hereinafter called the "**Company**" or "Insurer") a proposal or **Proposal** as mentioned in the transcript of the **Proposal**, which shall be the basis of this Contract and is deemed to be incorporated herein, containing certain undertakings, declarations, information/particulars and statements, which is hereby agreed to be the basis of this Contract and be considered as incorporated herein, for the insurance Contract hereinafter contained and has paid the premium specified in the Schedule hereto as consideration for such insurance Contract, now the **Company** agrees, subject always to the **Policy Schedule** and the following terms, conditions, exclusions, and limitations of the **Policy**, and in excess of the amount of the Deductible, to indemnify the **Insured** in the manner and to the extent hereinafter stated against the Loss, provided that:

SECTION 1. COVERED RISKS ARE AS UNDER:

A. Own Site Clean-up Costs

The **Company** will pay on behalf of the **Insured**, **Clean-up Costs** resulting from a **Pollution Condition** on or under the **Insured's Own Site** provided:

1. The discovery of the **Pollution Condition** is first made during the **Period of Insurance** and reported to the **Company** as soon as possible during the **Period of Insurance**; or
2. The **Insured** is legally obligated to pay as a result of a **Claim** for **Clean-up Costs** resulting from a **Pollution Condition**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, and such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

B. Off site Clean-up Costs

The **Company** will pay on behalf of the **Insured**, **Clean-up Costs** resulting from a **Pollution Condition** migrating from and beyond the boundaries of the **Insured's Own Site** provided the **Insured** is legally obligated to pay as a result of a **Claim** for **Clean-up Costs** resulting from a **Pollution Condition**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, and such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

C. Third Party Claims for Bodily Injury or Property Damage

The **Company** will pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury** or **Property Damage** resulting from a **Pollution Condition** on, under or emanating from or through the **Insured's Own Site**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, provided such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

D. Emergency Response Costs

The **Company** will pay on behalf of the **Insured**, **Emergency Response Costs** incurred by or on behalf of the **Insured** in response to a **Pollution Condition** or an imminent and substantial threat to human health or the environment arising out of **Pollution Condition** on, under or emanating from or through the **Insured's Own Site**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, provided the **Emergency Response Costs** be incurred within seventy-two (72) hours of the commencement of such **Pollution Conditions**, and reported to the **Company** within ten (10) days of the commencement of such **Pollution Conditions**.

E. Transportation

The **Company** will pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury**, **Property Damage**, or **Clean-up Costs** resulting from a **Pollution Condition** arising out of **Pollution Condition** on, under or emanating from or through the **Insured's Own**

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Site, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, caused by **Transportation**, provided such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

F. Non-owned locations

The **Company** will pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury**, **Property Damage**, or **Clean-up Cost** resulting from a **Pollution Condition** on, under or emanating from **Non-owned Locations** with rights of lease hold/leave and license and or other written permission taken by **Insured** from owners of **Non-owned Locations** under which **Non-owned Locations** are used by **Insured**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, provided such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

G. Covered Operations

The **Company** will pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury**, **Property Damage**, or **Clean-up Cost** resulting from a **Pollution Condition** caused by **Covered Operations** arising out of **Pollution Condition** on, under or emanating from or through the **Insured's Own Site/Non-owned Site**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, provided such **Claim** is first made against the **Insured** and reported to the **Company** during the **Period of Insurance**, or any **Extended Reporting Period**, if applicable.

H. Business Interruption

The **Company** will pay, on indemnity basis, the **Named Insured's Business Interruption Expense** and **Extra Expense** during the **Interruption Period**, caused directly by a **Pollution Condition** on or under the **Insured's Own Site** emanating from or through the **Insured's Own Site**, that first commenced on or after the **Retroactive Date** shown in the **Policy Schedule**, provided:

1. Such **Pollution Condition** results in **Clean-up Costs** covered under this **Policy**; and
2. The discovery of the **Pollution Condition** is first made during the **Period of Insurance** and reported to the **Company** during the **Period of Insurance**.

SECTION 2. DEFENSE IN COVERED RISKS MENTIONED IN SECTION 1:

A. Defense

The **Company** has the right and the duty to defend the **Insured** against a **Claim** to which this **Policy** applies. The **Company** does not have the duty to defend the **Insured** against any **Claim** to which this **Policy** does not apply. The **Company** will not be obligated to defend the **Insured** once the applicable Limit of Indemnity has been exhausted as provided in Section 3 of this **Policy**.

Upon the **Insured's** satisfaction of any applicable Deductible amount, **Defense Costs**, charges and expenses will be paid by the **Company** and such payments will be included as **Loss** and reduce the available Limit of Indemnity. With respect to any such **Claim** being defended by the **Company**, the **Company** will pay all reasonable expenses incurred by the **Insured** at the **Company's** request to assist in the investigation or defense of the **Claim**, including actual loss of earnings up to Rs.30,000 a day because of time off from work.

B. Consent to Settle

The **Company** will not settle any **Claim** without the consent of the **Insured** against whom the **Claim** is made. However, if the **Insured** refuses to consent to any settlement recommended by the **Company**, the **Company's** duty to defend the **Insured** will then cease and the **Company's** liability for **Loss** will not exceed the amount for which the **Claim** could have been settled, less the Deductible or the outstanding balance of the Deductible subject to limit of Indemnity.

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C. Independent Counsel

In the event the **Insured** is entitled by law to select independent counsel/Advocate at the **Company's** expense, the attorney fees and all other litigation expenses the **Company** must pay to that counsel/Advocate are limited to the rates the **Company** would pay to counsel/Advocate the **Company** would have retained in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. Such independent counsel must also meet minimum qualifications with respect to competency and experience in defending **Claims** similar to the one pending against the **Insured**, in accordance with standards which the **Company** deem appropriate and subject to Deductible and Limit of Indemnity.

SECTION 3. LIMIT OF INDEMNITY AND DEDUCTIBLE

Regardless of the number of **Insured's**, **Claims**, Claimants, **Pollution Conditions**, or **Emergency Response Costs**, the following Limit of Indemnity apply:

A. Policy Aggregate Limit

The **Policy** aggregate limit as stated in the **Policy Schedule** is the maximum upper limit the **Company** will pay for all costs/**Loss** under clause A to G of Section 1 covered risks and **Business Interruption Expense** and **Extra Expense** under clause H of Section 1 covered risks under this **Policy**.

B. Coverage Limit

1. The **Company's** total liability for all costs/**Loss** under each Coverage in clause A to G of Section 1 covered risks, will not exceed the Coverage clause Aggregate Limit applicable to that particular coverage clause; and
2. The **Company's** total liability for all **Business Interruption Expense** and **Extra Expense** covered under clause H, will not exceed the Coverage clause Aggregate Limit applicable to that particular coverage clause.

C. Each Incident Limit

Subject to the **Policy** aggregate limit, the maximum upper limit the **Company** will pay for all **Loss** and **Business Interruption Expense** and **Extra Expense** arising out of the same, related or continuous **Pollution Condition(s)** is the Each Incident limit of coverage applicable to such coverage stated in the **Policy Schedule**.

D. Multiple Coverages

If the same, related or continuous **Pollution Condition(s)** result in coverage under more than one coverage section, the most the **Company** will pay for all **Loss** and **Business Interruption Expense** and **Extra Expense** arising from such **Pollution Condition(s)** will not exceed the highest Each Incident Limit of coverage as stated in the **Policy Schedule** among all the coverage sections.

E. Multiple Policies

If a **Claim** for **Bodily Injury**, **Property Damage**, **Clean-up Costs** or **Emergency Response Costs** is reported to the **Company** during the **Period of Insurance**, then all **Claims** that result from the same continuous or related **Pollution Condition(s)** reported to us during subsequent policies issued by the **Company** providing coverage substantially the same as that provided by the applicable coverage part of this **Policy**, will be deemed to have been made during this **Period of Insurance** and all **Claims** arising from all such **Bodily Injury**, **Property Damage**, **Clean-up Costs** or **Emergency Response Cost** will be deemed to have arisen from one **Pollution Condition(s)** and will be subject to the Each Incident limit applicable to this **Policy**.

F. Deductible

Subject to the **Policy** aggregate Sum Insured limit and respective coverage clause aggregate Sum Insured limit under Section 1, the **Company** will pay all **Loss** in excess of the Deductible amount stated in the **Policy**

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Schedule for the applicable coverage, up to but not exceeding the applicable Each Incident limit of coverage. In the event that more than one Deductible amount can apply to the same **Pollution Condition(s)** and results in coverage under more than one coverage clause Under Section 1, only the highest Deductible amount will be applied.

The **Company** may advance payment of part or all of the Deductible and, upon the **Company's** request, the **Insured** will promptly reimburse the **Company**.

Subject to the **Policy** aggregate limit and aggregate limit under coverage clause under Section 1, the **Company** will pay all **Business Interruption Expense** and **Extra Expense** in excess of the **Business Interruption Expense** sustained during the first five (5) days in the **Interruption Period**, stated as the Deductible (days) in the **Policy Schedule**.

SECTION 4. DEFINITIONS

4.1 **Bodily Injury**

means accidental physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death and all these resulting only from/out of **Pollution Condition** on, under or emanating from or through the **Insured's Own Site/Insured's Non-owned Site**. **Bodily Injury** also includes medical monitoring.

4.2 **Business Interruption Expense**

means:

1. Net profit Loss, including **Rental Value**, before taxes that the **Insured** would have earned or incurred during the **Interruption Period**; and
2. Continuing normal operating expenses incurred by the **Insured** during the **Interruption Period**, including payroll expense for the **Insured's** workmen covered under Industrial Disputes Act and or such other modifications/new legislation in place of/in lieu of Industrial Disputes Act, excluding
 - (i) employees under contract, officers, executives and department managers,
 - (ii) due to the reasonable and necessary interruption of the **Insured's** operations at the **Insured's Own Site** during the **Interruption Period**.

If the **Insured** would have incurred a net profit Loss under clause 1 of Section 4.2 herein above, such net Loss will reduce the operating expenses recoverable under paragraph 2 above. If the **Insured** can reduce the **Business Interruption Expense** by resuming any portion of standard business operation or by making use of any portion of **Insured's Own Sites**, the **Company** will reduce **Business Interruption Expense** accordingly.

4.3 **Claim**

means a written demand seeking a remedy and alleging liability or responsibility on the part of the **Insured** for the Covered Risks.

4.4 **Clean-up Costs**

means reasonable and necessary expenses, including legal expenses incurred with the **Company's** written consent, for the investigation, removal, treatment, containment, neutralization, abatement, monitoring or disposal of soil, surface water, groundwater or other contamination:

1. To the extent required by **Environmental Laws**; or
2. That have been actually incurred by the governmental entity duly acting under the authority of **Environmental Laws**; or
3. That have been actually incurred by any governmental or statutory body or agency, or by third parties.

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Clean-up Costs also include **Restoration Costs**.

4.5 Covered Operation

means those activities performed for a client for a fee by or on behalf of the **Named Insured** at a job site. **Covered Operations** does not include **Transportation**.

4.6 Defense Costs

means reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense, adjustment, settlement, or appeal of any **Claim** or legal proceeding to which this **Policy** applies.

4.7 Emergency Response Costs

means reasonable and necessary expenses, including legal expenses incurred with the **Company's** written consent, incurred in response to an imminent threat to human health or the environment and incurred within seventy two (72) hours of the commencement of the **Pollution Condition**, in order to investigate, remove, treat, contain, neutralize, abate, soil, surface water, groundwater or other contamination.

4.8 Environmental Law

means any Central, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to a **Pollution Condition**.

4.9 Endorsement

means any writing on a **Policy Schedule** or **Policy**, in addition to its normal wording which supplements or modifies its terms. It may be added that when **Policy** is prepared, or subsequently. Provided however any Service Level Agreement [SLA] or Agreement/MOU laying down various service levels shall not be treated as Endorsement.

4.10 Extended Reporting Period

means the automatic additional period of time or the optional additional period of time, whichever is applicable, specifically mentioned in **Policy Schedule**, if any, in which to report **Claims** following termination of coverage.

4.11 Extra Expense

means necessary expenses incurred by the **Insured** during the **Interruption Period**:

1. that would not have been incurred if there had not been an interruption of business; and
2. that avoids or minimizes an interruption of business;

but only to the extent such **Extra Expenses** reduce the **Business Interruption Expense** otherwise covered under this **Policy**.

Extra Expenses will be reduced by any salvage value of property obtained for temporary use during the **Interruption Period**.

4.12 Insured or Policy Holder

means the **Named Insured** designated as such in the **Policy Schedule**, and any past or present director, officer, partner, member, manager, or employee, including any temporary or contract employee, while acting within the scope of his or her duties as such.

4.13 Insured Contract

means any contract or agreement between Insured and Insurer and covered under the **Policy** by Endorsement.

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4.14 Insured's Own Site

means each of the locations owned or operated by the **Insured**, stated in the **Policy Schedule**, or specifically scheduled on the **Policy** by Endorsement.

4.15 Insured's Products

means goods, products, or pieces of equipment, including component parts thereof and including other products in which goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the **Insured**, any subsidiary of the **Insured**, any entity which wholly or partly owns, operates or manages the **Insured** or any subsidiary of such entity, or any person under license from the **Insured**.

4.16 Interruption Period

means the period of time that begins with the interruption of the **Named Insured's** operations due to a **Pollution Condition** at the **Insured's Own Site** and ends on the earliest of:

1. When the **Insured's Own Site** is reasonably restored to operations;
2. When the **Insured's Own Site** should have been restored to operations with reasonable speed and quality; or
3. When business activities resume at a new permanent location.

Interruption Period does not include any time caused by the interference by employees or other persons with restoring the property, or with the resumption or continuation of operations, or any time caused by the delay in any action taken by a governmental authority necessary to allow the resumption of business operations.

4.17 Loss means:

1. Monetary judgment, award or settlement of compensatory damages for **Bodily Injury** or **Property Damage**;
2. Where allowable by law, punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, arising from **Bodily Injury** or **Property Damage**;
3. **Clean-up Costs**;
4. **Defense Costs**; and
5. **Emergency Response Costs**;
6. **Business Interruption Expenses**

4.18 Microbial Matter

means mold, mildew and fungi, whether or not such **Microbial Matter** is living.

4.19 Named Insured

means:

1. the entity named in the **Policy Schedule**; and
2. any and all corporations, partnerships, companies or other entities as have existed at any time, or as now or may hereafter exist during the **Period of Insurance** and in which the entity named in the **Policy Schedule** did or does have more than a 50% ownership interest during the **Period of Insurance** but, with respect to such corporations, partnerships, companies or other entities, solely with respect to liability arising out of the ownership, operation, maintenance or use of an **Insured's Own Site**.

4.20 Natural Resource Damage

means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting Loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by any applicable federal, state, or local government statute or regulation.

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4.21 Non-owned Location

means a property that is not owned or operated by the **Insured** and is scheduled on the **Policy** by Endorsement.

4.22 Offshore Installation

means:

1. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
2. Any installation in the sea or tidal waters which is intended for storage or recovery of gas;
3. Any pipe or system of pipes in or under the sea or tidal waters;
4. Any wind energy installation in the sea or tidal waters; or
5. Any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on, at, or from the locations specified above.

4.23 Offshore Operation

means the ownership or operation of any **Offshore Installation** .

4.24 Period of Insurance

means the period identified in the **Policy Schedule**.

4.25 Policy or Contract means the Proposal, the **Policy Schedule**, along with these Terms and Conditions issued to the Insured and any annexures and/or Endorsements attaching to and / or forming part thereof either at the commencement of **the Policy** or during the **Period of Insurance**.

4.26 Policy Schedule or Schedule means the **Policy Schedule** and any annexure or Endorsements to it, if any, as issued by the **Company**, which forms part of **Policy**.

4.27 Pollutant

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, odors, soot, fumes, acids, alkalis, toxic chemicals, hazard substances, petroleum hydrocarbons, **Microbial Matter**, electromagnetic fields, medical waste including infectious and pathological waste and waste materials, at levels in excess of those naturally occurring.

4.28 Pollution Condition

means the discharge, dispersal, release or escape, emission, seepage, or illicit abandonment by a third party without the **Insured's** consent, of any **Pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Pollution Condition also means presence of **Microbial Matter**.

4.29 Possible Claim

means a **Pollution Condition** that commenced during the **Period of Insurance** that the **Insured** reasonably expects to result in a **Claim**.

4.30 Property Damage

means:

1. Physical injury to or destruction of tangible property other than the **Insured's** owned property, including the resulting Loss of use and diminished value of that property;
2. Loss of use of tangible property other than the **Insured's** owned property, that has not been physically injured or destroyed; or
3. **Natural Resource Damage**.

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Property damage does not include **Clean-up Costs**.

4.31 Rental Value

means the:

1. Total anticipated rental income from tenant occupancy of the **Insured's Own Site** as furnished and equipped by the **Insured**;
2. Amount of all charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations; and
3. Fair Rental Value of any portion of the **Insured's Own Site** that is occupied by the **Insured** during the **Restoration Period**, less any rental income the **Insured** could earn:
 - a. By complete or partial rental of the **Insured's Own Site**; or
 - b. By making use of other property on the **Insured's Own Site** or elsewhere. **Restoration Period** means the length of time as would be required with the exercise of due diligence and dispatch to restore the **Insured's Own Site** to a condition that allows the resumption of normal business operations, commencing with the date operation are interrupted by a **Pollution Condition** and not limited by the date of expiration of the **Period of Insurance**. The **Restoration Period** does not include any time caused by the interference by an **Insured** with restoring the property, or with the resumption or continuation of operations.

4.32 Responsible Insured

means:

1. the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance at the **Insured's Own Site**;
2. the manager of the **Insured's Own Site**; or
3. any officer, director, partner, or member of the **Named Insured**.

4.33 Restoration Costs

means reasonable and necessary costs incurred by the **Insured** to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of **Clean-up Costs**.

Restoration Costs will not include any costs associated with a betterment or improvement to the damaged property, except to the extent such betterments include the use of materials which are environmentally preferable to those materials which comprised the damaged property, at a reasonable cost. Such environmentally preferable material must be certified by an applicable independent body, or, in the absence of such certification, based on the sole discretion of the **Company**.

4.34 Retroactive Date is the date specified in the **Policy Schedule**. The **Company** shall not be liable for any **Claim** prior to this date even if the **Claim** is first made during the **Period of Insurance**.

4.35 Terrorism

Means an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organisation(s) or associations(s), who are committed or proClaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organisation(s) or association(s) are or are not banned any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or firearms or other lethal weapons or poisons or noxious gases or other chemicals or by any other substances (whether biological or otherwise) of a hazardous nature or by any other means whatsoever, with intend to cause, or likely to cause, death or, or injuries to any person or persons or **Loss** of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property

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or equipment used or intended to be used for the defence of India or in connection with any other purposes of the Government of India, any State Government or any of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.

4.36 Transportation

means the movement of goods, product, merchandise, supplies or waste in a conveyance by the **Insured** or a third party carrier properly licensed to conduct such movement, from the point of origin until delivery to the final destination.

Transportation includes the loading and unloading onto or from a conveyance, provided that the loading and unloading is performed by or on behalf of the **Insured**.

4.37 Underground Storage Tank

means any tank, including any piping connected to the tank, located on or under an **Insured's Own Site** that has at least ten (10) percent of its combined volume underground. **Underground Storage Tank** does not include:

1. Septic tanks, sump pumps or oil/ water separators;
2. A tank that is enclosed within a basement, cellar, shaft or tunnel, if the tank is upon or above the surface of the floor; or
3. Storm-water or wastewater collection systems.

SECTION 5. EXCLUSIONS

This **Policy** does not apply to:

5.1 Asbestos and lead-based paint

Loss or **Business Interruption Expense** arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. However, this Exclusion does not apply to:

1. **Claims** for **Bodily Injury** or **property damage**, or
2. **Clean-up Costs** for the remediation of soil, surface water, or groundwater.

5.2 Contractual liability

Loss or **Business Interruption Expense** arising from the **Insured's** assumption of liability in any contract, or agreement. This Exclusion does not apply to liability that the **Insured** would have had in the absence of the contract or agreement.

5.3 Fines, penalties, or assessments

Loss arising from any criminal fines, criminal penalties or criminal assessments.

5.4 Employer liability

Loss arising from **Bodily Injury** to:

1. An employee of an **Insured** arising out of or during the course of employment by the **Named Insured** or performing duties related to the conduct of the **Insured's** business; or
2. Any person whose right to assert a **Claim** against the **Named Insured** arises by reason of any employment, blood, marital or other relationship with the employee.

This Exclusion applies whether the **Named Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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5.5 Identified underground storage tanks

Loss or Business Interruption Expense arising from any **Underground Storage Tank** located at the **Insured's Own Site**, and whose existence is known by a **Responsible Insured**, as of the inception date on this **Policy**.

This Exclusion does not apply to any **Underground Storage Tank** which:

1. Is scheduled on this **Policy** by an Endorsement; or
2. Was removed prior to the inception date on this **Policy**.

5.6 Insured vs Insured

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

5.7 Intentional noncompliance

Loss or Business Interruption Expense arising from an intentional or illegal act or omission of **Insured** in complying with all applicable laws and or guidelines/directions, including safety, safeguards, precautions and steps to prevent from happening of any **Pollution Condition** or **Loss** as in Section 1.

This Exclusion does not apply to noncompliance based upon:

1. The **Insured's** good faith reliance upon the written advice of qualified outside counsel, received in advance wherein it was specifically advised to the Insured as to no such compliances as are required under applicable laws and or guidelines/directions are to be done by the Insured due to which such noncompliance done by Insured; or
2. The **Insured's** reasonable response to mitigate a **Pollution Condition** or **Loss**, provided that such circumstances are reported in writing to the **Company** within three (3) days of commencement.

5.8 Internal expenses

Costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the **Company**, in its sole discretion.

5.9 Material change in use

Loss or Business Interruption Expense arising from change in the material use of the **Insured's Own Site** during the **Period of Insurance** and which materially increases a risk covered under this **Policy**.

5.10 Nuclear fuel, assemblies and components

Loss or Business Interruption Expense arising from:

1. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.11 Offshore

Loss or Business Interruption Expense arising from **offshore operations**.

5.12 Prior knowledge/ non-disclosure

Loss or Business Interruption Expense arising from a **Pollution Condition** existing prior to the inception date and known to the Insured/responsible person of **Insured** and not disclosed in the proposal/request for quote/acceptance of quote for this **Policy**.

5.13 Products

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Any **Claim** or **Loss** arising from the **Insured's Products**, including any container, any failure to warn, or any reliance upon a representation or warranty made at any time, after possession of such **Insured's Products** have been relinquished to others by the **Insured** or others trading or operating under its name. This Exclusion does not apply to **Loss** arising from **Transportation**.

5.14 Property Damage to conveyances

Property damage to any conveyance used during **Transportation**.

This Exclusion does not apply to **Claims** arising from the **Insured's** negligence.

5.15 Terrorism

Any **Loss** for which the **Insured** shall become legally liable to pay in respect of any liability directly or indirectly caused by, resulting from, happening through or in connection with any act of Terrorism, regardless of any other cause contributing concurrently or in any other sequence to the **Loss**, damage or expense.

5.16 War

Loss or **Business Interruption Expense** arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

5.17 Worker's compensation or similar law

Loss for which the **Insured** shall become legally liability to pay in respect of any obligation of the **Insured** under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

SECTION 6. CONDITIONS

The due observance and fulfillment of the terms of this **Policy** in so far as they relate to anything to be done or not to be done by the Insured, and the truth and completeness of all statements, declarations, undertakings and information supplied to the **Company** by the Insured are conditions precedent to any liability for indemnity/payment of the **Company** to make any payment under this **Policy**.

6.1 Action against Company

No person or organization has a right under this **Policy** to join the **Company** as a party or otherwise bring the **Company** into a suit asking for damages from an **Insured**.

6.2 Dispute Resolution

(Applicable only in cases where this Policy is issued under Commercial Lines of Business)

"The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note :

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule/Policy.

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6.4 Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Company** of its indemnity obligations under this **Policy**.

6.5 Cancellation of Policy:

- i) The **Policy** may be cancelled by or on behalf of the **Company** by giving the Insured at least 15 days of written notice and if no **Claim** has been made then the **Company** shall refund a pro-rata premium for the unexpired **Policy** period. Under normal circumstances, **Policy** will not be cancelled by the **Company** except for reasons of
 - (a) **Insured's** failure to comply with the material terms, conditions or contractual obligations under this **Policy**, including the failure to pay any premium or Deductible when due,
 - (b) misrepresentation, fraud, non-disclosure of material facts, if any false/fraudulent **Claim** is made, statement or declaration is made or used or non-cooperation. In cases of cancellation of **Policy** on grounds of misrepresentation, fraud, non-disclosure of material facts, or if any 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**. In cases of the failure to pay any premium or Deductible when due there shall be no refund of premium and any premium/deductible receivable shall be paid by Insured to the **Company** failing which appropriate actions shall be taken by the **Company**. In other cases of cancellation of **Policy** by the **Company**, premium will be refunded on pro-rata basis. However, no premium refund is applicable if there is a **Claim** or notification of any occurrence which may give rise to a **Claim** prior to the above cancellation date.

- ii) The **Policy** may be cancelled by the Insured at any time before the expiry of the **Period of Insurance** by giving at least 15 days written notice to the **Company** stating the effective date of cancellation as not less than 90 days on which date cancellation will be effective and if no **Claim** has been made then the **Company** will refund premium on short term rates for the unexpired **Period of Insurance** as per the rates detailed below. However, no premium refund is applicable if there is a **Claim** or notification of any occurrence which may give rise to a **Claim** prior to the above cancellation date.

SHORT PERIOD SCALE

Cancellation Period (Months) (RID to RED)	Refund Amount				
	5 years	4 years	3 years	2 years	1 years
0-6	85%	85%	80%	70%	45%
7-12	80%	75%	65%	50%	0%
13-18	65%	60%	45%	20%	0%

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19-24	60%	50%	30%	0%	0%
25-30	45%	35%	15%	0%	0%
31-36	40%	25%	0%	0%	0%
37-42	25%	10%	0%	0%	0%
43-48	20%	0%	0%	0%	0%
49-54	5%	0%	0%	0%	0%
55-60	0%	0%	0%	0%	0%

Premium adjustment will be either at the time of cancellation is effected or as soon as practicable after cancellation becomes effective. Payment or tender of unearned premium is not a condition of cancellation.

- iii. For the avoidance of doubt, the **Company** shall remain liable for any **Claim** that was made prior to the date upon which the **Policy** is cancelled except in cases such cancellation is on account of Fraud, if any false/fraudulent **Claim** is made by Insured or any one on behalf of Insured, mis-representation or non-disclosure of material facts or non-co-operation by the Insured.

6.6 Changes

The **Policy** contains all the contractual Terms and Conditions between the Insured and the **Company** concerning the insurance afforded. The **Policy's** terms can be amended or waived only by Endorsement issued by the **Company** and made a part of the **Policy**.

6.7 Cooperation

The **Insured** will cooperate with the **Company** and offer all reasonable assistance in the investigation and defense of **Claims** or settlement of any **Claim** or the clean-up and mitigation of a **Pollution Condition**. The **Company** may require the **Insured** to submit to examination under oath or attending or testifying at hearings, depositions and trials. The **Company** may also require written statements or the **Insured's** attendance at meetings with the **Company**, in the course of investigation. The **Insured** must assist the **Company** in effecting settlement and obtaining the attendance of witnesses.

6.8 Inspection

The **Company** will be permitted but not obligated to inspect, sample or monitor on a continuing basis the **Insured's** operations, at any time. No such inspection will constitute an undertaking, on behalf of the **Insured** or others, to determine or warrant such property or operation as compliance with any law, rule or regulation.

6.9 Jurisdiction and choice of law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation. Subject to Condition (Dispute Resolution) above, for any dispute under this **Policy** the courts of Pune, Maharashtra will have exclusive jurisdiction to hear and determine any such dispute.

6.10 Other insurance

If other valid and collectible insurance is available to any **Insured** covering a **Loss** covered by this **Policy**, the **Company's** obligations are limited as follows:

1. This insurance is primary and the **Company's** obligations are not affected unless any of the other insurance is also primary. In such a case, the **Company** will share with all such other insurance by the method described in paragraph 2 below.

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2. If all of the other insurance permits contribution by equal shares, the **Company** will follow this method. Under this approach each Insurer contributes equal amounts until it has paid its applicable limit of indemnity or none of the **Loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the **Company** will contribute by limits. Under this approach, each Insurer's share is based on the ratio of its applicable limit of indemnity to the total applicable limit of indemnity of all Insurers.
3. This insurance is excess where the **Named Insured** is an Insured on a pollution liability **Policy** for **Covered Operations** performed by or on behalf of the **Named Insured** at a specific job site and the pollution liability **Policy** applies to a specific job site. The **Company** will pay only its share of the amount of **Loss**, if any, that exceeds the total amount of all such other valid insurance.

6.11 Representations

By accepting this **Policy**, the **Named Insured** agrees that the statements in the **Policy Schedule**, schedules and Endorsements to, and Application are accurate and complete, and this **Policy** is issued in reliance upon the truth of such representations.

6.12 Sanctions

The **Company** shall not be deemed to provide nor shall the **Company** be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

The **Company** also shall not provide any insurance cover or other benefits, if and to the extent, there is no insurance cover in the master **Policy** or reinsurance contract, subject to any applicable sanction laws.

6.13 Separation of Insured(s)

Except with respect to the Limit of Indemnity and any rights and duties assigned in this **Policy** to the **Named Insured**, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in breach of a term, duty or condition under this **Policy** by one **Insured** will not by itself affect coverage for another **Insured** under this **Policy**. However, this Condition will not apply to any entity or person who is a parent, subsidiary, affiliate, director, officer, partner, member or employee of the **Named Insured** that misrepresented, concealed or breached a term or condition, or a duty breached under this **Policy**.

6.14 Subrogation

In the event of any payment under this **Policy**, the **Company** will be subrogated to all the **Insured's** rights of recovery therefor against any person or organization without any requirement of having any written documents executed by the Insured. But however the **Insured** shall execute and deliver instruments, documents, deeds and or affidavits that may be required by the **Company** and do whatever else is necessary to secure such rights including but not limited to, assignment of the **Insured's** rights against any person or organization or entity who caused **Pollution Conditions** on account of which the **Company** made any payment under this **Policy**. The **Insured** will do nothing to prejudice the **Company's** rights under this paragraph. Any recovery as a result of subrogation proceedings arising out of the payment of indemnity/**Loss** covered under this **Policy** will accrue to the **Company** to the extent of the **Company's** payment under the **Policy**; and then to the **Insured** to the extent of the Deductible. Expenses incurred in such subrogation proceedings will be added by the **Company** towards recovery under subrogation.

The Insured under this **Policy** shall, at the expense of Insurer, do and concur in doing and permit to be done, all such acts and things that may be necessary or reasonably required by Insurer for the purpose of

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enforcing any civil or criminal rights and remedies or of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated, upon Insurer paying for or making good any **Loss/damage**, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by Insurer.

The Insured shall not waive or modify any rights in relation to his/her/its rights against any property or party against whom the Insured has right to recover.

6.15 Voluntary payments

No **Insured** will voluntarily enter into any settlement, or may any payment or assume any obligation, without the **Company's** consent which will not be unreasonably withheld, except at the **Insured's** own cost. This Condition will not apply if such payment or obligation is an **Emergency Response Cost** or is pursuant to **Environmental Laws** that require immediate remediation of a **Pollution Condition**.

6.16 Notice

Any notice required to be given under this **Policy** by:

- the Named Insured will be given to the **Company** by mailing or delivering such notice to the **Company** at the address shown in the Schedule . Notice to the **Company's** or the Insured's agent will not constitute notice to the **Company**.
- the **Company** will be given by mailing or delivering such notice to the Named Insured first shown in of the Schedule at the address shown therein.

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this **Policy** or prevent the **Company** from asserting any right under the terms of this **Policy**, nor shall the terms of this **Policy** be waived or changed, except by Endorsement issued by the **Company** and made a part of this **Policy**.

If notice is mailed, proof of mailing will be sufficient proof of notice.

In the event of non-renewal or cancellation of this **Policy**, either by the **Company** or by the Insured, the **Company** will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the **Policy** provided no insurance is in force during this Extended Reporting Period for the same interest, for notification of **Claims** for Pollution Condition which had taken place during the **Period of Insurance** but could not be made during the **Period of Insurance**, provided, however, all **Claims** have occurred on the last day of the expiry of **Period of Insurance** and are subject to the limits of indemnity and the terms, conditions and exceptions of the **Policy**.

6.17 Risk Alterations

The Insured must give immediate notice to the **Company** of any alterations which materially affect the risk covered by this **Policy**.

6.18 Sole Agent

The first Named Insured shown in the Schedule shall be the sole agent of all Insureds under this **Policy** for the purposes of:

- ascertaining all information requested in the Proposal for this **Policy**;
- submitting the Proposal and any other underwriting information for this **Policy** or any renewal hereof;
- giving and receiving any required notice under this **Policy**;
- effecting or accepting any amendment to, or cancellation of this **Policy**;

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- paying all premiums and receiving any return premiums that may become due under this **Policy**;
- keeping records of the information that the **Company** needs for premium adjustment and sending the **Company** copies of such records at such times as the **Company** may request;
- accepting any sums paid by the **Company** to the Insured in connection with the **Company's** liability under this **Policy**; and
- submission of a dispute to arbitration.

6.19 Terms

All statements made in the Proposal for this **Policy** and any material submitted therewith, as a supplement thereto, or required thereby, are the basis of this **Policy** and, together with the Schedule and any Endorsements to this **Policy**, are hereby deemed material and are incorporated into and made a part of this **Policy** and this **Policy** is issued in reliance upon such Proposal and other material.

6.20 Transfer of Rights of Recovery against Others to the Company

In the event of any payment under this **Policy**, if the Insured has rights to recover all or part of any payment the **Company** has made under this **Policy**, those rights are transferred to the **Company** to the extent of its payment. The Insured must do nothing to impair such rights. At the **Company's** request, the Insured will bring suit or transfer those rights to the **Company** and help the **Company** enforce them.

6.21 Transfer of the Insured's Rights and Duties under this Policy

The Insured's rights and duties under this **Policy** may not be transferred without the **Company's** written consent except in the case of the death of an individual who is an Insured.

6.22 Renewal

Renewal of **Policy** is at the underwriting discretion of the **Company**. On renewal, the benefits provided under the **Policy** and/or terms and conditions of the **Policy** including premium rate may change subject to approval from Authority.

SECTION 7. CLAIMS AND NOTICE REQUIREMENTS

7.1 As a condition precedent to the **Company's** obligations under this **Policy**, the **Insured** will give written notice to the **Company** as soon as practicable of any **Pollution Condition** which may result in a **Claim**. Notice under all coverages will include:

1. The names and addresses of any injured persons and witnesses;
2. All known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Conditions**; and
3. Any other relevant information in the **Insured's** possession concerning any actual or potential pollution.

7.2 If **Emergency Response Costs** have been incurred, the **Insured** will forward to the **Company** within ten (10) days of the first commencement of the **Pollution Conditions** for which the **Emergency Response Costs** have been incurred, all information stated in paragraph 7.1 above.

7.3 The **Insured** will give notice to the **Company** of all **Claims** as soon as practicable [but not more than 15 days of triggering of covered risks], during the **Period of Insurance**, or during the **Extended Reporting Period**, if applicable. The **Insured** will submit all information requested by the **Company**, including but not limited to:

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1. Any demands, notices, summonses, or legal papers received in connection with the **Claim**;
 2. Authorize the **Company** to obtain records and other information;
 3. Assist the **Company** in the enforcement of any right against any person or organization which may be liable to the **Insured**.
- 7.4 If during the **Period of Insurance**, the **Insured** first becomes aware of a **Possible Claim**, the **Insured** may provide written notice to the **Company** during the **Period of Insurance**; then any **Possible Claim** which subsequently becomes a **Claim** made against the **Insured** and reported to the **Company** within three (3) years after the end of the **Period of Insurance** of this **Policy** or any continuous, uninterrupted renewal thereof, will be deemed to have been first made and reported during the **Period of Insurance** of this **Policy**. Such **Claim** will be subject to the terms, conditions and limits of coverage under this **Policy**.

SECTION 8. RIGHTS AND DUTIES

- 8.1 The **Company** will have the right but not the duty to clean-up or mitigate a **Pollution Condition**, and to participate in decisions regarding **Clean-up Costs** and to assume direct control over all aspects of the clean-up, upon receiving notice as stated in this **Policy**. In the event the **Company** exercises this right, the **Insured** will reimburse the **Company** for any portion of **Loss** falling within the Deductible.
- 8.2 The **Named Insured** will have the duty to mitigate a **Pollution Condition** to the extent required by **Environmental Law**, by retaining competent professionals or contractors mutually acceptable to the **Company** and **Named Insured**. The **Company** reserves the right to require such professionals or contractors have minimum qualifications with respect to experience with similar **Pollution Conditions**, clean-up or methods. The **Named Insured** will notify the **Company** of actions taken pursuant to this paragraph.

SECTION 9. EXTENDED REPORTING PERIOD

- 9.1 The **Company** will provide the **Insured** an automatic **Extended Reporting Period** of ninety (90) days from the end of the **Period of Insurance** in which to provide written notice to the **Company** of **Claims** first made against the **Insured** during the **Period of Insurance**, provided the **Named Insured** has cancelled or not renewed this **Policy** or purchased any other insurance to replace this insurance. Furthermore, the **Named Insured** has not purchased the optional **Extended Reporting Period** available under paragraph 9.2 below.

A **Claim** first made against the **Insured** and reported to the **Company** within the automatic **Extended Reporting Period** will be deemed to have been made and reported on the last day of the **Period of Insurance**, provided that the **Claim** arises from a **Pollution Condition** that commenced before the end of the **Period of Insurance**.

The automatic **Extended Reporting Period** will not reinstate or increase any of the Limit of Indemnity afforded under this **Policy**.

- 9.2 The **Insured** will be entitled to purchase an optional **Extended Reporting Period** for three (3) years, except in the event the **Policy** is cancelled for fraud or nonpayment of premium, provided:
1. The **Insured** makes a written request for such **Extended Reporting Period**, within thirty (30) days of termination of coverage;
 2. The **Insured** pays the additional premium for such **Extended Reporting Period**, at a rate not to exceed 200% of the premium stated in the **Policy Schedule**, when due.

10. 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.

<p>Level 1</p> <p>In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options:</p> <ul style="list-style-type: none"> • 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
<p>Level 2</p> <p>In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer Mr. Jerome Vincent at ggro@bajajallianz.co.in</p>
<p>Level 3</p> <p>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</p>
<p>If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head. customerservice@bajajallianz.co.in.</p>
<p>Grievance Redressal Cell for Senior Citizens</p> <p>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</p>

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.

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:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office (Union Territory, District)
<p>AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 – 25501201 /02 /05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>
<p>BENGALURU - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, “Jeevan Shikha”, 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.</p>
<p>CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p>DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman,</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,</p>

Office Details	Jurisdiction of Office (Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman 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- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

“List of Ombudsman offices established by the Central Government for redressal of grievance are also available at
<https://www.cioins.co.in/Ombudsman>

Note: Address and contact number of Governing Body of Insurance Council:

Council for Insurance Ombudsmen,
 3rd Floor, Jeevan Seva Annexe,
 S. V. Road, Santacruz (W),
 Mumbai - 400 054.

E-mail: inscoun@cioins.co.in

Tel: 022 -69038800/69038812

Website: <https://www.cioins.co.in>