

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: IRDAN113RP0056V01201819

COMPULSORY PERSONAL ACCIDENT (OWNER-DRIVER) UNDER MOTOR INSURANCE POLICIES

Policy Wordings

Preamble

Whereas the Insured described in the Schedule hereto (hereinafter called 'the Insured' or 'You') has made to Bajaj Allianz General Insurance Company Limited (hereinafter called "We" or "Company") 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 has applied to Bajaj Allianz General Insurance Company Limited (hereinafter called 'the Company') for the insurance hereinafter contained and has paid the premium as stated in the Schedule hereto as consideration, and the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured, subject always to the Sum Insured, as hereinafter contained. This Policy records the entire agreement between Us and the Insured and sets out what We insure, how We insure it, and what We expect of You.

A. COVERAGE

The Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the Insured owner-driver of the vehicle, in direct connection with the vehicle he/she owns or whilst driving or mounting into/dismounting from the vehicle he/ she owns or whilst traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of Injury	Scale of compensation
i) Death	100% of Sum Insured
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100% of Sum Insured
(iii) Loss of one limb or sight of one eye	50% of Sum Insured
(iv) Permanent total disablement from injuries other than named above.	100% of Sum Insured

Provided always that

1. compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakhs during any one period of insurance.
2. no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (i) intentional self-injury suicide or attempted suicide physical defect or infirmity or (ii) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

B. EXCLUSIONS

The Company shall not be liable under this Policy in respect of:

1. any accidental injuries caused, sustained or incurred outside the geographical area;
2. any claim arising out of any contractual liability;
3. any accidental injuries caused sustained or incurred whilst the vehicle insured herein is
 - (a) being used otherwise than in accordance with the 'Limitations as to Use'
 - or
 - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. (i) Any accidental injuries whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
(ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
5. Any accidental injuries directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental injuries directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or

indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured and or Legal Representatives of Insured shall prove that the accidental injuries arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

C. Condition

- i. This cover is subject to
 - (a) the owner-driver is the registered owner of the vehicle;
 - (b) the owner-driver is the Insured named in the Policy.
 - (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.
- ii. If the Insured meets with any Accidental Bodily Injury that may result in a claim, then the Insured / Nominee/Legal Heirs claiming on his/ her behalf must:
 - a. Inform Us in writing immediately and in any event within 30 days from the date of the accident and submit all documents to Us within 30 days from the date of intimation.
 - b. Insured should allow examination by Our medical advisors if We ask for this.
 - c. Promptly give Us documentation and other information We ask for to investigate the claim or Our obligation to make payment for it.
 - d. In case of the Insured's death, Nominee/Legal Heirs of Insured claiming on his/her behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if conducted) within 30 days.

*Note: Waiver of conditions (a) and (d) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured was placed, it was not possible for the Insured or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.

List of Claim documents:

List of Claim documents for Death

- Duly Completed Claim Form signed by Nominee/ legal heir of the Insured.
- Copy of address proof
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- 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).
- NEFT details & cancelled cheque of the Insured.
- Original Policy copy along with Original Assignment endorsement (if any).

List of Claim documents for Permanent Total Disability and Permanent Partial Disability

- Duly Completed Claim Form signed by Insured.
- Attested copy of disability certificate
- Attested copy of FIR.
- All X-Ray / Investigation reports and films supporting to disability.
- NEFT details & cancelled cheque of Insured.
- Original Policy copy along with Original Assignment endorsement (if any).

- 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 settlement of the claim to the Insured/ Nominee/ Legal Heirs of Insured. Upon acceptance of an offer of settlement by the Insured/Nominee/Legal Heirs of Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured/Nominee/Legal Heirs of Insured. In the cases of delay in the payment, the Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

iv. **Terms of Renewal**

- The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the Insured.
- Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDAI.

v. **Cancellation:**

- a. The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy. We may cancel this insurance by giving You at least 15 days written notice without any reasons.. Under normal circumstances, Policy will not be cancelled except for reasons of misrepresentation, fraud, non-disclosure of material facts or if any false statement or declaration is made or used or Your non-cooperation.

In cases of cancellation of Policy by the Company on grounds of misrepresentation, fraud, non-disclosure of material facts, or if any false statement or declaration is made or used, premium shall be forfeited and no refund of premium shall be made by the Company. In other cases of cancellation of Policy by the Company, if no claim has been made then premium will be refunded on pro-rata basis.

- b. 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	% of annual premium to be retained
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

D. **DEFINITIONS**

Words or terms mentioned below have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine, include references to the plural or to the feminine wherever the context permits:

1. **Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **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. **Injuries** shall be construed accordingly.
3. **Insured:** Insured means the person named in the Schedule who is the owner driver of the insured vehicle
4. **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
5. **Policy** - This Policy Document, the Schedule and the Proposal cum declaration or transcript of Proposal and applicable Endorsements under the Policy. The Policy contains the details of the extent of cover available to the Insured, the Exclusions under the cover and the terms, conditions, warranties and limitations.
6. **Policy Schedule** means the policy schedule attached to and forming part of the Policy.
7. **Policy Period** The period between and including the start and end dates shown in the schedule
8. **Sum Insured** means the sum as specified in the Policy Schedule against the name of Insured, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy Period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy
9. **You** means the person or persons that We insure as set out in the Schedule
10. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

11. Grievance Redressal Procedure

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

Level 1 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options: <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
Level 2 In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer Mr. Jerome Vincent at ggro@bajajallianz.co.in
Level 3 If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back
If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head. customerservice@bajajallianz.co.in .
Grievance Redressal Cell for Senior Citizens Bajaj Allianz introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajallianz.co.in

In case your complaint is not fully addressed by the insurer, You may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI or call 155255 . Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.
If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

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)
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	Gujarat, Dadra & Nagar Haveli, Daman and Diu
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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
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 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
DELHI - Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 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 Buddh 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, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh 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.: 020-41312555 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>