

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006
 UIN: IRDAN113CP0001V01202122

SHOPKEEPER'S POLICY – LAGHU UDYAM SURAKSHA

POLICY WORDINGS

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

A. COVERAGE

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

COVER 1: BUILDING AND CONTENTS (EXCLUDING VALUABLES)

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

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Cover 1, in case of contradiction of these Policy Wordings with the provisions of **Bajaj Allianz General Insurance Company Ltd Bharat Laghu Udyam Suraksha Policy** Wordings annexed hereto, then the **Bajaj Allianz General Insurance Company Ltd Bharat Laghu Udyam Suraksha Policy** Wordings annexed hereto shall prevail over these Policy Wordings.

COVER 2: BURGLARY & ROBBERY

- 2.1. The Company will indemnify the **Insured** in respect of:
 - 2.1.1. the loss of or damage to **Contents** or any part thereof whilst contained in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** during the **Policy Period**;
 - 2.1.2. damage to the **Insured Premises** (including the reasonable costs incurred by the **Insured** for changing damaged locks at the entry and/or exit points to the **Insured Premises** and at internal entry and/or exit points) caused by actual or attempted **Burglary** during the **Policy Period**.
- 2.2. The coverage provided hereunder includes the loss of money caused by:
 - 2.2.1. actual or attempted **Burglary** during the **Policy Period** but only if the money is contained in a **Safe** or **Strong Room** whilst the **Insured Premises** are unoccupied;
 - 2.2.2. **Robbery** during the **Policy Period** from the cashier's till and/or counter in the **Insured Premises** during **business** hours.
- 2.3. **Special Conditions Applicable to Cover 2**
 - 2.3.1. It is a condition precedent to the Company's liability hereunder that the **Insured** shall:
 - 2.3.1.1. Immediately and in any event within 24 hours of the happening of any **Insured** event giving rise to or likely to give rise to any **claim** under this **Policy** give written notice to the Company to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a **claim**, the **Insured** shall specify in writing the grounds for holding such belief;
 - 2.3.1.2. immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the **Insured** intends to submit a **claim** or the circumstances which might reasonably be expected to give rise to a **claim**, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
 - 2.3.1.3. within 14 days deliver to the Company a detailed written statement of the items and/or money lost and an estimate of the quantum of any **claim** along with all documentation required to support and substantiate the amount sought from the Company;
 - 2.3.1.4. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
 - 2.3.1.5. take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary** and discover and recover any **Contents** and/or money lost.

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2.3.2. The **Insured** shall maintain a contemporaneous account of money held in a **Safe or Strong Room** and keep the same securely in some place other than the **Safe or Strong Room**. The liability of the Company (subject to the Limit of Indemnity) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the Company in the event of a **claim**.

2.4. Special Exclusions Applicable to Cover 2

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 2.4.1. Valuables;
- 2.4.2. any **claim** in which the **Insured**, any **Employee** or any other person lawfully on or about the **Insured Premises** is or is alleged to be in any way concerned or implicated;
- 2.4.3. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, **business** interruption, market loss or otherwise, and any other legal liability of any kind;
- 2.4.4. **Contents** from any **Safe or Strong Room** following the use of a key to gain access thereto, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**;
- 2.4.5. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles

COVER 3: MONEY INSURANCE

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

3.2. Special Conditions Applicable to Cover 3

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

- 3.2.1.1. immediately and in any event within 24 hours of the happening of any **Insured** event giving rise to or likely to give rise to any **claim** under this **Policy** give written notice to the Company to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a **claim**, the **Insured** shall specify in writing the grounds for holding such belief;
- 3.2.1.2. immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the **Insured** intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
- 3.2.1.3. within 14 days deliver to the Company a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- 3.2.1.4. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
- 3.2.1.5. take all reasonable steps to identify the perpetrators of the **Robbery** and/or theft and discover and recover any money lost.

3.2.2. The **Insured** shall:

- 3.2.2.1. take all reasonable steps to safeguard the money and any means by which the money is **In transit** against any **Insured** event;
- 3.2.2.2. ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance **Schedule** or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition;
- 3.2.2.3. ensure that when the **Insured Premises** are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.

3.2.3. The **Insured** shall maintain a contemporaneous daily written record of the money **In transit** and such record shall be produced to the Company in the event of any **claim**.

3.3. Special Exclusions Applicable to Cover 3

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 3.3.1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, **business** interruption, market loss or otherwise and any other legal liability of any kind;
- 3.3.2. loss of money carried by anyone other than the **Insured** or an **Employee**;

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- 3.3.3. loss of money where the **Insured** or an **Employee** is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
- 3.3.4. money carried under contract of affreightment;
- 3.3.5. loss of money from an unattended vehicle;
- 3.3.6. loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby **Insured** against Were increased;
- 3.3.7. any loss of or damage to any property, whether belonging to the **Insured**, an **Employee** or any third party;
- 3.3.8. any personal or bodily or mental **injury** or suffering of any description;
- 3.3.9. any loss not discovered within a period of 72 hours after its occurrence;

COVER 4: PLATE GLASS

- 4.1. The Company will indemnify the **Insured** in respect of:
 - 4.1.1. any **Accidental** loss of or damage caused to **Plate Glass** at the **Insured Premises** occurring during the **Policy Period**, and
 - 4.1.2. the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every **claim**.
- 4.2. **Special Conditions Applicable to Cover 4**
 - 4.2.1. The Company may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the **Insured** event as an alternative to making payment to the **Insured**.
 - 4.2.2. If the Company opts to make payment to the **Insured**, then:
 - 4.2.2.1. The payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**.
 - 4.2.2.2. Where any **Plate Glass** is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
 - 4.2.2.3. The Company's liability to make payment shall be up to the sub-limit of the **Sum Insured** specified in the **Schedule** for each item of Plate Glass, subject always to the **Sum Insured**.
 - 4.2.2.4. All **Plate Glass** in respect of which a **claim** is accepted under this **Policy** shall become the property of the Company and the **Insured** shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.
- 4.3. **Special Exclusions Applicable to Cover 4**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

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

COVER 5: BREAKDOWN OF BUSINESS EQUIPMENT

- 5.1. The Company will indemnify the **Insured** against the repair or replacement costs in respect of **Business Equipment** caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one item of **Business Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**.
- 5.2. **Special Conditions Applicable to Cover 5**

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- 5.2.1. Provided that the Sum **Insured** in respect of each item of **Business Equipment** is equal to the cost of the replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
- 5.2.1.1. Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the **Insured** event. No depreciation will be deducted except for parts with limited life.
- 5.2.1.2. In the case of a total loss, the Company shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
- 5.2.1.3. If the value of the **Business Equipment** hereby **Insured** shall at the time of any **Insured** event be collectively of greater value than the **Sum Insured** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 5.2.1.4. The **Insured** shall bear the first 1% or Rs.250/- (whichever is higher) of any claim concerning any item of **Business Equipment**.

5.3. Special Exclusions Applicable to Cover 5

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 5.3.1. any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy** Period, regardless of whether such was or should have been known to the Company;
- 5.3.2. loss or damage for which the manufacturer or supplier is responsible;
- 5.3.3. loss or damage caused to any item of **Business Equipment** older than 10 years from the date of manufacture;
- 5.3.4. loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5.3.5. any costs incurred in connection with the maintenance of **Business Equipment**, including parts replaced in the course of such maintenance operations;
- 5.3.6. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an **Insured** event hereunder;
- 5.3.7. loss or damage caused by or arising out of the willful acts or willful gross negligence of the **Insured** and/or the **Insured's Employees**;
- 5.3.8. the cost of transporting the **Business Equipment** to and/or from the place of repair;
- 5.3.9. loss or damage to any **Business Equipment** by perils insurable under other Covers of this **Policy**;
- 5.3.10. loss or damage to mobile phones or other similar communication devices.

COVER 6: NEON SIGN/ GLOW SIGN

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

- 6.1.1. **Accidental** means;
- 6.1.2. **Accidental** fire, flood or inundation;
- 6.1.3. lightning or external explosion or theft;
- 6.1.4. riot, strike, or malicious act
- 6.1.5. storm, tempest, typhoon, hurricane, tornado or cyclone, occurring during the **Policy** Period.

6.2. Special Conditions Applicable to Cover 6

- 6.2.1. Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the **Insured** event.
- 6.2.2. In the case of a total loss, the Company shall indemnify the **Insured** in respect of the restoration or replacement costs up to the Limit of Indemnity.

6.3. Special Exclusions Applicable to Cover 6

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

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- 6.3.1. any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy** Period, regardless of whether such was or should have been known to the Company;
- 6.3.2. loss or damage for which the manufacturer or supplier is responsible;
- 6.3.3. loss or damage due to or consequent upon Wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 6.3.4. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
- 6.3.5. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 6.3.6. loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the Insured's Employees;
- 6.3.7. the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
- 6.3.8. loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

COVER 7: ELECTRONIC EQUIPMENT

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

- 7.1.1. the repair or replacement costs incurred by the **Insured** in respect of the accidental loss of or damage to **Electronic Equipment**, provided that the liability of the Company in respect of any one item of **Electronic Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the Sum **Insured** set against such item in the **Schedule**;
- 7.1.2. the repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to **External Data Media** and/or the costs of restoring information and data stored therein, provided that:
 - 7.1.2.1. the maximum liability of the Company in respect of any one item of **External Data Media** in any one **Policy Period** shall not exceed the cost of replacing the damaged **External Data Media** with new **External Data Media** of the same type and quality; and
 - 7.1.2.2. the maximum liability of the Company in respect of the restoration of information and data stored in the **External Data Media** shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and
 - 7.1.2.3. the Company shall not be liable to make payment for the restoration of information and data stored in the **External Data Media** unless this can be achieved from a backup system for the lost data and information.

7.2. **Special Conditions Applicable to Cover 7.1.1**

- 7.2.1. Provided that the **Sum Insured** in respect of each item of **Electronic Equipment** specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, and in respect of **External Data Media**, the basis of loss settlement shall be as follows:
 - 7.2.1.1. Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the **Insured** event. No depreciation will be deducted except for parts with limited life.
 - 7.2.1.2. In the case of a total loss, the Company shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
- 7.2.2. If the value of any **Electronic Equipment** hereby **Insured** shall at the time of any **Insured** event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 7.2.3. If, in the opinion of the Company, it is unnecessary to restore lost data or information and/or if the same has not been effected by the **Insured** within [] days of the **Accident** causing the data or information to be lost, then the Company's liability to make payments shall be limited solely to the cost of repairing or replacing the damaged **External Data Media**.

7.3. **Special Exclusions Applicable to Cover 7**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of,

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caused by, occasioned by, attributable to or howsoever connected to:

- 7.3.1. any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy** Period, regardless of whether such was or should have been known to the Company;
- 7.3.2. loss or damage for which the manufacturer or supplier is responsible;
- 7.3.3. loss or damage caused to any item of **Electronic Equipment** older than 10 years from the date of manufacture;
- 7.3.4. loss or damage due to or consequent upon Wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 7.3.5. any costs incurred in connection with the maintenance of the **Electronic Equipment**, including parts replaced in the course of such maintenance operations;
- 7.3.6. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 7.3.7. loss or damage caused by or arising out of the willful acts or willful gross negligence of the **Insured** and/or the **Insured's Employees**;
- 7.3.8. the cost of transporting the **Electronic Equipment** to and from the place of repair;
- 7.3.9. loss of or damage to any **Electronic Equipment** by perils insurable under any other Cover of this **Policy**;
- 7.3.10. loss or damage to mobile phones or other similar communication devices.
- 7.3.11. False programming, punching, labelling or inserting, or the inadvertent cancelling of information or data contained in External Data Media.
- 7.3.12. The first 10% or Rs.2,500/- (whichever is higher) of each and every **claim** in respect of damage to computers, and the first 5% or Rs.1000/-(whichever is higher) of any **claim** concerning any other item of **Electronic Equipment** and/or External Data Media.

COVER 8: FIDELITY GUARANTEE

- 8.1. The Company will provide an indemnity in respect of direct pecuniary loss sustained by the **Insured** in consequence of any deliberate fraudulent or dishonest act of an **Employee**, and first committed during the Period of Insurance, provided that:
 - 8.1.1. such loss is committed during the course of the **Business**, and
 - 8.1.2. such loss is committed by the **Employee** with the primary intention to obtain personal financial gain, and
 - 8.1.3. such loss is first discovered during the **Policy** Period, and
 - 8.1.4. the Company's liability to indemnify is subject to the **Deductible**, the **Employee Sum Insured** and the Limit of Indemnity.
- 8.2. **Special Conditions Applicable to Cover 8**
 - 8.2.1. It is a condition precedent to the Company's liability under this **Policy** that upon the discovery of any event giving rise to a **claim**, or the existence of circumstances likely to give rise to a **claim** (regardless of whether the quantum of the **claim** can be ascertained), the **Insured** shall:
 - 8.2.1.1. immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the **Schedule** for this purpose and in the case of the existence of circumstances likely to give rise to a **claim** shall specify the grounds for such belief, and
 - 8.2.1.2. take all reasonable steps to minimize the quantum of any **Claim** that may be made and/or any further loss that might arise, and
 - 8.2.1.3. immediately lodge a complaint with the police detailing the loss in respect of which the **Insured** intends to **claim**, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
 - 8.2.1.4. within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any **claim** along with all documentation required to support and substantiate the amount sought from the Company, and
 - 8.2.1.5. expeditiously and at the **Insured's** cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
 - 8.2.2. In the event of the non-renewal or cancellation of this **Policy**, the Company shall (subject to the **Policy** terms, conditions, and exclusions) accept losses arising during the **Policy Period** and first discovered within 90 days of the date of cancellation or expiry of the **Policy Period**, as

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- 8.2.3. If a loss is sustained by the **Insured** as a result of the fraudulent or dishonest conduct of an **Employee** and other **Employees**, then the liability of the Company shall stand reduced in the same proportion as the number of **Employees** bears to the number of **Employees** involved in causing the said loss.
- 8.2.4. Any monies which, but for the dishonest or fraudulent conduct of the **Employee** concerned, would have been payable to such **Employee** by the **Insured** and any monies of such **Employee** with the **Insured** (or which may come into the custody, care or control of the **Insured**) shall be applied by the **Insured**, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.
- 8.2.5. In no event shall the Company be liable under this **Policy** for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
- 8.2.6. If so indicated in the **Schedule**, then during the **Policy Period** the **Insured** shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by **Employees**, which record shall be available for inspection by the Company at any reasonable time. Within one month from the expiry of this **Policy** the **Insured** shall provide the Company with a written record of the actual amount of cash or stock held by **Employees** during the **Policy Period** and any information or supporting documentation in respect thereof that the Company may request. If the amount of cash or stock held by **Employees** ascertained after the expiry of this **Policy** shall differ from the **Insured's** estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by **Employees** exceeds the **Insured's** estimate of the same) the **Insured** shall pay to the Company any additional premium that the Company may determine by reference to the differential, or (if the actual amount of cash or stock held by **Employees** is less than the **Insured's** estimate of the same) the Company will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 75%.
- 8.2.7. The insurance provided by this **Policy** shall be deemed cancelled in respect of any **Employee**:
- 8.2.7.1 immediately upon the discovery by the **Insured** of any dishonest or fraudulent act, error or omission on the part of such **Employee**; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the **Employee** concerned;
- 8.2.7.2 immediately upon the Company and/or the **Insured** giving written notice of the same.

8.3. Special Exclusions Applicable to Cover 8

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- 8.3.1. any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the **Insured's** books of account, loss of opportunity, **business** interruption, market loss, loss of gain or potential gain which should have accrued to the **Insured** (including but not limited to interest and dividends), or otherwise;
- 8.3.2. any legal liability of any kind;
- 8.3.3. any fraudulent or dishonest act of an **Employee** not discovered within 12 months (subject to condition 8.2.2) of the date upon which such **Employee** ceased to be an **Employee** of the **Insured** for any reason;
- 8.3.4. any expenses incurred by the **Insured** in establishing the existence of or quantification of any fact or matter or loss giving rise to a **claim** under this **Policy**;
- 8.3.5. any fact or matter or circumstance of which the **Insured** was, or ought reasonably to have been, aware at the commencement of the **Policy Period**.
- 8.3.6. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
- 8.3.6.1. the **Insured** carries on any **business** other than the **Business**, and/or
- 8.3.6.2. there is any material change in the facts and matters stated in the **Insured's** proposal, and/or
- 8.3.6.3. the duties or terms of service of **Employees** differ from those described in the proposal, and/or
- 8.3.6.4. the precautions and checks for ensuring the accuracy of the **Insured's** accounts

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and stocks are not as described in the **Insured's** proposal,

COVER 9: PERSONAL ACCIDENT

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

9.1 Coverage Part A: Death

9.1.1 The **Company** will pay the **Sum Assured** in the event of **Accidental Bodily Injury** causing the **Insured's** death within 12 months of the **Accidental Bodily Injury** being sustained, whereupon this Coverage Part 9 insofar as it relates to that Insured shall expire.

9.2 Coverage Part B: Permanent Total Disability

9.2.1 In the event of **Accidental Bodily Injury** causing the **Insured's** **Permanent Total Disability** within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay 125% of the **Sum Assured**, whereupon this Coverage Part 9 insofar as it relates to that Insured shall expire.

9.2.2 If the **Insured** was suffering from any permanent disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority.

9.3 Coverage Part C: Permanent Partial Disability

9.3.1 In the event of **Accidental Bodily Injury** causing the **Insured's** Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay the percentage of the **Sum Assured** specified for each and every form of impairment mentioned in the PPD Table:

PPD Table

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

9.4 If the **Accidental Bodily Injury** causes the **Insured's** Permanent Partial Disability within 12 months of the **Accidental Bodily Injury** being sustained other than as specified in the PPD Table above, the **Company's** liability to make payment shall be as follows:

9.4.1. In the case of the **Insured** suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the **Company** will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the concerned Government Medical Authority.

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- 9.4.2. In the case of the **Insured's** Permanent Partial Disability of a nature not detailed in the PPD Table, the **Company** will pay a proportion of the **Sum Assured** by reference to the degree to which the **Insured's** normal functional physical capacity has been impaired, as advised by the concerned Government Medical Authority.
- 9.4.3. If the **Insured** was suffering from any Permanent Partial Disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same as advised by the concerned Government Medical Authority.
- 9.4.4. If the **Accidental Bodily Injury** sustained by the **Insured** causes a subsequent claim by the **Insured** under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.
- 9.5 **Coverage Part D: Temporary Total Disability**
- 9.5.1 If the **Accidental Bodily Injury** sustained by the **Insured** causes his complete inability to engage in his employment as specified in the Schedule, the **Company** will pay 1% of the **Sum Assured** or Rs.5,000/- (whichever is lower) per week for a period not exceeding 100 weeks from the date upon which the **Bodily Injury** was sustained.
- 9.5.2 The **Company** shall not be under any liability to make any payment hereunder until such time as the **Insured** has established to the **Company's** satisfaction that he is completely unable to engage in his employment as specified in the **Schedule**.
- 9.6 **Coverage Part E: Additional Insurance**
- 9.6.1 **Transportation**
 If the **Company** has accepted a claim under Coverage Part A: Death, then the **Company** will pay towards the actual cost of transporting your remains from the place of death to a hospital, cremation ground or burial ground or to the insured's home. The amount we pay will be limited to the lower of Rs.5,000/- or 2% of the sums assured shown under the schedule headings Basic, Wider and Comprehensive.
- 9.6.2 **Children's Education Benefit**
 If we have accepted a claim under either Death or PTD of the proposer, then the Company will make a one time payment of Rs.5,000/- each towards the cost of education of up to 2 of Insured's dependent children who were under the age of 19 at the date he/ she met with Accidental Bodily Injury.
- 9.7 **Coverage Part F: Hospital Confinement Allowance (Optional)**
- 9.7.1. In the event of an admitted claim for **Accidental Bodily Injury** sustained by the **Insured** and requiring immediate hospitalisation, the **Company** will pay the **Insured** a daily allowance of Rs.1,000/- for each complete calendar day that the **Insured** is medically required to be so hospitalised, up to a maximum 30 days from the date that such **Bodily Injury** was sustained.
- 9.7.2. The **Company** shall not be liable to make any payment for any stay by the **Insured** in any clinic, rest home, convalescent home for the aged or mentally disturbed, sanatorium, or similar institution.
- 9.8 **Coverage Part G: Medical expenses reimbursement (Optional)**
 If the Company has accepted a claim under Coverage Part A to D, then the Company will reimburse the costs of necessary medical treatment the Insured had to obtain from a Medical practitioner because of the Accidental Bodily Injury he/ she met with. However, the Company's payment will be limited to 40% of the value of the claim accepted under A to D or Rs.5 Lac whichever is lower.
- 9.9 **Specific Exclusions Applicable to Cover 9**
 No indemnity is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- 9.9.1. Accidental Bodily Injury that You meet with:
- Through suicide, attempted suicide or self-inflicted injury or illness.
 - While under the influence of liquor or drugs.
 - Arising or resulting from the insured person(s) committing any breach of law with criminal intent.
 - Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 - As a result of any curative treatments or interventions that you carry out or have carried out on your body.

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- 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.
- 9.9.2. Your consequential losses of any kind or your actual or alleged legal liability.
- 9.9.3. Venereal or sexually transmitted diseases.
- 9.9.4. 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.
- 9.9.5. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
- 9.9.6. 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 nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 9.9.7. Nuclear energy, radiation.

9.10 Special Conditions Applicable to Cover 9

9.10.1 Making a Claim

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

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

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

List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- 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 concerned government medical authority stating percentage of disability.
- Attested copy of FIR
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.

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- 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 institute

d) Hospital Confinement Cover/ Medical Expenses Reimbursement

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Hospital bill giving detailed break up of all expense heads mentioned in the bill. Clear breakups 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. eg X Ray, ECG, USG, MRI Scan, Haemogram etc
- Other documents as may be required by Bajaj Allianz to process the claim

9.10.2 Paying a claim

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

9.10.3 Change of Occupation

- If the insured changes occupation then he/ she must tell the Company in writing within 30 days of the change. If he/ she do not do this, then this insurance will cease as far as the insured person is concerned from the date that e/ she changed his/ her occupation.
- If the insured meet with Accidental Bodily Injury before he/ she has told us of a change in occupation and new occupation would have attracted a higher premium, then the payment the Company make will be limited to the amount of insurance that the premium the insured have actually paid would have brought for his/her new occupation

9.10.4 Cumulative Bonus

- If the insured renew his/ her Personal Accident Policy with the Company without any break in the Policy Period and there has been no claim in the preceding year, then the Company

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- will increase the Limit of Indemnity by 10% of Sum Assured per annum as Cumulative Bonus,
- ii. The maximum cumulative increase in the Limit of Indemnity will be limited to 5 years and 50% of Sum Assured.
- iii. This clause does not alter the annual character of this insurance or the Company right to decline to renew or to cancel the Policy.

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

The Insured has a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Cover. If the Insured has any objections to any of the terms and conditions, the Insured has the option of cancelling this cover stating the reasons for cancellation. If the insured has not made any claim during the Free look period, the Insured shall be entitled to refund of premium subject to,

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

9.10.6 Portability Condition

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

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

9.10.7 Withdrawal of Cover

There is a possibility of withdrawal of this cover at any time in future, with appropriate approval from IRDA, as We reserve Our right to so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this cover, at the time of Your seeking renewal of this cover, You can choose, among Our available similar and closely similar Health insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA. Provided however, if You do not respond to Our intimation regarding the withdrawal of the cover/ product under which this Policy is issued, then this cover shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You and also subject to Portability condition.

9.10.8 Sum Insured Enhancement:

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

COVER 10. PUBLIC LIABILITY

- 10.1. The Company will indemnify the **Insured** against its legal liability (including Defence Costs) to pay **Damages** for third party civil **Claims** arising out of Bodily **Injury** or **Property Damage** caused in the course of the **Business** by an **Accident** in the **Insured Premises** and during the **Policy Period** if notified during the **Policy Period** in accordance with the terms of this **Policy**.
- 10.2. The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their

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

10.3. Special Conditions Applicable to Cover 10

10.3.1. It is a condition precedent to the Company's liability hereunder that the **Insured** shall immediately and in any event 14 days give the Company written notice, to the address specified in the **Schedule** for this purpose, of:

10.3.1.1. any **Claim** made against the **Insured** during the **Policy** Period; and/or

10.3.1.2. any circumstance occurring during the **Policy Period** which might reasonably be expected to give rise to a **Claim** and any circumstance notified under this clause and any subsequent **Claim** arising out of the circumstance so notified shall be deemed to have been made during the **Policy** Period, and shall not admit liability for or settle or compromise or make or promise any payment in respect of any **Claim** which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any **Claim**, for which purpose the **Insured** shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any **Claim**, the Company may in its sole and absolute discretion relinquish the same.

10.3.2. The Company will not settle any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the **Claim** could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.

10.3.3. In respect of any **Claim**, the Company may in its sole and absolute discretion make a payment to the **Insured** (inclusive of Defence Costs) of the amount available under the **Limit of Indemnity** or of any lesser amount for which the **Claim** may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the **Insured** under this **Policy** in respect of that **Claim**.

10.3.4. The **Insured** shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the Company with access to such records as requested. The Company may at any reasonable time inspect any property of the **Insured**.

10.3.5. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an **Insured** event, the **Insured** and the Company should disagree as to when the Bodily **Injury** or the **Property Damage** happened, then:

10.3.5.1. the Bodily **Injury** shall be deemed to have occurred when the **claimant** first consulted a qualified **Medical Practitioner** in respect of the same, and

10.3.5.2. the **Property Damage** shall be deemed to have occurred when it first became physically evident to the **claimant**, even if the cause itself was unknown.

10.4. Special Exclusions Applicable to Cover 10

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

10.4.1. Any agreed assumption of risk by the **Insured**, save to the extent that liability would have attached in the absence of such agreement.

10.4.2. Any **accident** arising out of the deliberate, willful or intentional non-compliance with any statutory provision.

10.4.3. Any bodily **injury** of any person under a contract of employment or apprenticeship with the **Insured**, or the **Insured's** contractors or sub-contractors, if such bodily **injury** was contracted and/or arose out of and in the course of his employment.

10.4.4. The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, **business** interruption, market loss or otherwise, or any **claims** arising out of loss of a pure financial nature such as loss of goodwill.

10.4.5. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs.

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- 10.4.6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental **injury**, anguish or shock resulting there from.
- 10.4.7. The ownership possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - 10.4.7.1. **accidents** caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - 10.4.7.2. **accidents** occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - 10.4.7.3. **claims** for damage to any bridge, **Weighbridge**, road or anything beneath caused by the **Weight** of any motor vehicle or trailer or of the load carried therein;
 - 10.4.7.4. **claims** arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.
- 10.4.8. The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft.
- 10.4.9. The transportation of materials and/or hazardous or dangerous substances outside the **Insured's** Premises.
- 10.4.10. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the **Insured**. An indemnity shall however be provided for **claims** arising out of **accidental** damage to the **Insured** Premises or the **Contents** thereof, that are temporarily occupied by the **Insured** for working thereon, but only to the extent the **Insured** is held legally liable for the same independently of any specific agreement relating to the use of the same.
- 10.4.11. Damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or working for the **Insured**. An indemnity shall however be provided for **claims** arising out of damage to **Employees'** and visitors clothing or personal effects brought onto the **Insured's** Premises with the **Insured's** consent.
- 10.4.12. The deliberate, conscious or intentional disregard by the **Insured's** management of the need to take all reasonable steps to prevent Bodily **Injury** and/or Property Damage.
- 10.4.13. Bodily **Injury** and/or **Property Damage** occurring prior to the **Retroactive Date**.
- 10.4.14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
- 10.4.15. **Pollution** of any kind.
- 10.4.16. Any **Product**.
- 10.4.17. Any **Claim** made, threatened or intimated against the **Insured** prior to the **Policy** Period.
- 10.4.18. Any **Claim** directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous **Policy** (whether **Insured** by the Company or not); or of which the **Insured** first became aware prior to the **Policy Period** and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **claim**.
- 10.4.19. Liability more specifically **Insured** elsewhere.
- 10.4.20. Any **Claim** made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal.
- 10.4.21. Any **Claim** directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

COVER 11: WORKMENS COMPENSATION ACT

- 11.1. If at any time during the Period of Insurance any **Employee** in the **Insured's** immediate service shall sustain personal **injury** by **accident** or disease arising out of and in the course of his employment by the **Insured** in the **Business** and if the **Insured** shall be liable to pay compensation for such **injury** either under the law(s) set out in the **Schedule** or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the **Insured** against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any **claim** for such compensation. Provided always that in the event of any change in the law(s) or the substitution of other legislation there for this **Policy** shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.

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11.2. Special Exclusions applicable to Cover 11

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

- 11.2.1. any **injury** by **accident** or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power;
- 11.2.2. the **Insured's** liability to **Employees** of contractors to the **Insured**;
- 11.2.3. any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 11.2.4. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

B. DEFINITIONS (Applicable to all Covers of the Policy unless otherwise mentioned more specifically under Cover 1)

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

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means
2. **Bodily Injury/Injury** means accidental physical bodily harm excluding **Illness** or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a **Medical Practitioner**.
3. **Burglary** means the unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means with the intent to steal **Contents** there from.
4. **Business** means the **business** of the **Insured** specified in the **Schedule**
5. **Business Equipment** means the items specified in the **Schedule** which are contained in or fixed at the **Insured Premises** and used solely in the course of the **Business**.
6. **Claim** means the receipt by the **Insured** of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the **Insured**, and/or any suit, claim, petition, writ, statement of claim, **claim** form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**.
 All Claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one Claim under this **Policy** and as having been made at the time when the first Claim was made in writing. The coverage for such Claims shall expire 3 years after the first Claim of such series has been notified to the Company.
7. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
8. **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
9. **Contents** means the items specified in the **Schedule**.
10. **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.
11. **Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium
12. **Daily Allowance** means the amount and period specified in the Schedule.
13. **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive **damages**, exemplary **damages**, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.
14. **Deductible** means the amount stated in the **Schedule** which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The Company's liability to make any payment under the **Policy** is in excess of the deductible.
15. **Defence costs** means the expenses incurred by or on behalf of the **Insured** or the Company in the

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investigation or settlement or defence of a **Claim** and shall include legal costs and disbursements.

16. **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.
17. **Electronic Equipment** mean the items specified in the **Schedule** and which are contained or fixed at or in the **Insured** Premises.
18. **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.
19. **Employee** means, for the purposes of Cover 8 (Fidelity) the category of **Employees** named in the **Schedule** and/or persons who have entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of **Employees** whose employment is of a causal nature and/or who are employed other than for the purposes of the **Business**. Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a causal nature and/or who is employed other than for the purposes of the **Business**.
20. **Employee Sum Insured** means the amount specified in the **Schedule** against the name of an **Employee** which, subject to the Limit of Indemnity, shall be the Company's maximum liability for any and all **claims** in respect of that **Employee**.
21. **External Data Media** means the items specified in the **Schedule**, which are located at or fixed in the **Insured** Premises.
22. **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.
23. **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.
24. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
25. **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.
26. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
27. **Insured** means the person named in the **Schedule**.
28. **Insured Premises** means the premises named in the **Schedule** from which the **Insured** operates his **Business**.
29. **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a Point **In transit** by the **Insured** or an **Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a Point **In transit** by the **Insured** or an **Employee** until delivered to the bank and/or the **Insured**

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Premises and/or a point **In transit** by the **Insured** or an **Employee**.

30. **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.
31. **Limit of Indemnity** means the amount stated in the **Schedule**, which shall be the Company's maximum liability under this **Policy** (inclusive of **Damages** and/or Defence Costs, and regardless of the number of **Insureds** or **claimants** or the total number or amount of **Claims** made against the **Insured**) for any one **Claim** and in the aggregate for all **Claims** made against the **Insured** during the **Policy** Period.
32. **Medical Advice:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
33. **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.
34. "**Medical Practitioner/ Doctor/ Physician**" 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.
35. **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
36. Named **Insured** for the purposes of Cover 9 (Personal Accident) means the person or persons named in the **Schedule**.
37. **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**.
38. **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
39. "**Permanent Total Disability**" means a **Medical Practitioner** certified total, continuous and permanent
 - a. loss of sight of both eyes
 - b. physical separation of or loss of ability to use both hands and both feet
 - c. physical separation of or loss of ability to use one hand and one foot
 - d. loss of sight on one eye and physical separation of loss of ability to use either one hand or one foot
40. **Permanent Partial Disability**
 Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified
41. **Period of Insurance** means the period between the **Retroactive Date** and the expiry date specified in the **Schedule**
 and, if no **Retroactive Date** is specified, then the **Policy** Period.
42. **Plate Glass** means the glass described in **Schedule**.
43. **Policy** means the proposal, the **Schedule**, the **Policy** document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy** Period.
44. **Policy Period** means the period between the commencement date and the expiry date shown in the **Schedule**.
45. **Pollution** means and includes **Pollution** or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or **reclaimed**) or otherwise of atmosphere, water, soil or other tangible material property.
46. **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.
47. **Pre-Existing Disease** means any condition, ailment or **injury** or related condition(s) for which **You** had

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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.

48. **Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the **Insured** to his **Employees** as a staff benefit.
49. **Property Damage** means actual physical damage to tangible material property belonging to a third person.
50. **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.
51. **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
52. **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.
53. **Retroactive Date** means the date specified in the **Schedule**
54. **Robbery** means (i) in order to the committing of the theft at the **Insured** premises, or in committing the theft at the **Insured** premises, or in carrying away or attempting to carry away property obtained by the theft from the **Insured** premises, the offender, for that end, voluntarily causes or attempts to cause to the **Insured** and/or **Insured's** family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the **Insured** premises, is in the presence of the **Insured** and/or **Insured's** family members who is/are put in fear, and commits the extortion at the **Insured Premises** by putting the **Insured** and/or **Insured's** family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the **Insured** and/or **Insured's** family members, and, by so putting in fear, induces the **Insured** and/or **Insured's** family members so put in fear then and there to deliver up the thing extorted at the **Insured** premises. In this regard the offender is said to be present if he is sufficiently near to put the **Insured** and/or **Insured's** family members in fear of instant death, of instant hurt, or of instant wrongful restraint.
The term Extortion means intentionally putting the **Insured** and/or **Insured's** family members in fear of any **injury** to the **Insured** and/or **Insured's** family members, and thereby dishonestly induces the **Insured** and/or **Insured's** family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.
55. **Safe** means a strong cabinet within the **Insured Premises** designed for the **Safe** and secure storage of valuable items, and access to which is restricted.
56. **Schedule** means the **Schedule** attached to and forming part of this **Policy**.
57. **Strong Room** means a room within the **Insured Premises** designed for the secure storage of money, and access to which is restricted.
58. **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.
59. **Sum Insured** means the amount stated in the **Schedule**, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of **claims** made or the number of the **Insureds** who make a **claim**) for any one **claim** and in the aggregate for all **claims** for which the Company will make payment in relation to the Cover to which the **Sum Insured** relates during the **Policy** Period.
60. **Unproven/Experimental** treatment is treatment, including drug Experimental therapy, which is based not on established medical practice in India, is treatment experimental or unproven.
61. **Valuables** means:
 - gold or silver or any precious metals or articles made from any precious metals;
 - watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
62. **You, Your, Yourself/ Your Family** named in the **Schedule** means the person or persons that **We** insure as set out in the **Schedule**
63. **We, Our, Ours, Us** means the Bajaj Allianz General Insurance Company Limited.

C. GENERAL EXCLUSIONS (Applicable to all Covers of the Policy unless otherwise mentioned more specifically under Cover 1)

Save as expressly stated to the contrary, and in addition to the Specific Exclusions stated for any individual

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

1. The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, **business** interruption, market loss or otherwise, or any **claims** arising out of loss of a pure financial nature such as loss of goodwill.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
3. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
5. Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy** Period.
6. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
7. Liability more specifically **Insured** elsewhere.
8. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances unless specifically covered.
9. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental **injury**, anguish or shock resulting there from.

D. GENERAL CONDITIONS (Applicable to all Covers of the Policy unless otherwise mentioned more specifically under Cover 1)

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** and, where applicable, the **Named Insured** shall be a condition precedent to any liability of the **Company** under this **Policy**.

2 Reasonable Care

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

3 Duties and Obligations after Occurrence of an Insured Event

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

- 3.1 the **Insured** shall immediately and in any event within 14 days give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- 3.2 the **Insured** shall, if advised to do so by the **Company**, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
- 3.3 the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and
- 3.4 the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and

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3.5 the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require. Defence costs incurred by the **Company** or on behalf of the **Insured** shall reduce the **Sum Insured**.

4 Basis of Claim Payment (Applicable for Cover where not specifically mentioned; Not Applicable to any Legal Liability Claim)

4.1 Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the **Insured** event.

4.2 In the case of a total loss, the Company shall indemnify the **Insured** in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the **Insured** event. Unless otherwise expressly stated in the particular Cover, if the value of the **Insured Premises** and **Contents** hereby **Insured** shall at the time of any **Insured** event be collectively of greater value than the Sum Assured thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition. Further, it is agreed that under Cover 2 during the 45 days selected by the **Insured** under the caption of Special Festival Offer in the proposal form and shown in the **Schedule**, this condition will have no effect if the value at risk on the date of the loss is less than 125% of the sum **Insured**.

4.3 On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured. If the Company, for any reasons, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document. In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment.

5 Contribution (Not Applicable for Personal Accident Cover)

If, at the time of any **claim**, there is, or but for the existence of this **Policy**, would be any other **Policy** of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such **claim**, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6 Subrogation (Not Applicable for Personal Accident Cover)

The **Insured** and any **claimant** under this **Policy** shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the Company.

7 Fraud

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

8 Cancellation

i. Cancellation by You at any time

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

| Cancellation Period (Days) | Refund Amount as percentage of Annual |
|----------------------------|---------------------------------------|
|----------------------------|---------------------------------------|

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| | Premium |
|-----------------|----------|
| Up to 7 Days | 100% |
| 8 to 270 days | Pro Rata |
| 271 to 365 days | 0% |

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

ii. Cancellation by Us

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

9 Renewal Clause

- Under normal circumstances, renewal will not be refused except on the grounds of Insured's moral hazard, misrepresentation or fraud.
- Renewal Condition applicable for Cover 9 Personal Accident Cover: In case of Our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. However, any accident/injury contracted during the break period will be not be admissible under the policy.
- On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change

10 Revision/ Modification of the policy:

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

11 Dispute Resolution

- 11.1 Any and all disputes relating to the quantum of claim, the loss otherwise being admitted, which may arise under or in relation to this Policy, shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the Company or the Insured party giving notice in this regard.
- 11.2 The applicable law in and of the arbitration shall be Indian law.
- 11.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 11.4 It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- 11.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

12 Notices

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

13 Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The Cover headings of this **Policy** are included for descriptive purposes only

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and do not form part of this **Policy** for the purpose of its construction or interpretation.

14 Entire Contract

This **Policy** constitutes the complete contract of insurance. No change or alteration in this **Policy** shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the **Policy**.

15 Territorial Limits

This **Policy** covers insured events arising during the **Policy** Period within India (save in respect of Cover 9 Personal Accident). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

16 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> |

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006
UIN: IRDAN113CP0001V01202122

Caringly yours

BAJAJ | Allianz

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

| Office Details | Jurisdiction of Office Union Territory, District) |
|---|--|
| AHMEDABAD - Shri Kuldip Singh 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 - Smt. Neerja Shah 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 - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in | Madhya Pradesh Chattisgarh. |
| BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in | Orissa. |
| CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in | Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh. |
| CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in | Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry). |
| DELHI - Shri Sudhir Krishna 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. |

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| GUWAHATI - Shri Kiriti .B. Saha 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 - Shri I. Suresh Babu 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 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry. |
| JAIPUR - Smt. Sandhya Baliga 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 - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry. |
| KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. |
| LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@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 - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |

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| NOIDA - Shri Chandra Shekhar Prasad 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 Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam- bodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in | Bihar, Jharkhand. |
| PUNE - Shri Vinay Sah 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, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

Terrorism Damage Exclusion Warranty : (Not Applicable to Cover 1)

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature indirectly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any Other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension to influence any government and/or to put the public, or any section of the public in fear.

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

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