

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: IRDAN113RP0064V01202223

ASSET SURAKSHA – FLEXI GUARD

GROUP POLICY/POLICY WORDINGS

Whereas as the **Insured/Group Manager** has made to Bajaj Allianz General Insurance Company Limited (hereinafter called the **Company** or **Insurer**), a proposal which is hereby agreed to be the basis of this **Policy/Group Policy** and has paid the premium specified in the **Policy Schedule/Group Policy/Certificate of Insurance**, 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/or **Co-Pay** and subject always to the **Sum Insured/limit**, against such loss/expenses, as is herein provided and such loss/expenses is actually incurred by **Insured** within the **Policy Period/Cover Period**.

DEFINITION

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

- 1) **Accident/Accidental** means a sudden, unforeseen, and involuntary physical loss and/or damage (as applicable) caused by external, visible, and usually violent means.
- 2) **Accessories** means chargers, mounting kits, and other ancillaries intended to be used with the **Insured Asset(s)**.

Note:

- i) **Accessories** provided by the OEM along with the **Insured Asset(s)** shall be covered for perils the **Insured Asset(s)** is covered for under the **Policy/Group Policy**.
- ii) **Accessories** purchased separately can be specifically covered by paying additional premium for perils the **Insured Asset(s)** is covered for under the **Policy/Group Policy**.
- 3) **Burglary** means **Theft** following the unforeseen and unauthorized entry to or exit from the **Insured Premises** by aggressive and detectable means with the intent to steal Contents there from.
- 4) **Breakdown** means failure of any internal/integrated part(s) of the **Insured Asset(s)** whilst in ordinary use and arising from internal electronic, electrical or mechanical defects causing sudden stoppage of the functioning and necessitating immediate repair before it can resume normal operation.
- 5) **Close Personal Custody and Control** shall mean that the **Insured Asset(s)** shall be held by, worn by or attached to, or within sight of the **Insured /Immediate Family Member** at all times whilst outside the **Insured Premises**.
- 6) **Constructive Total Loss**: The **Insured Asset(s)** shall be treated as a total loss if the aggregate cost of retrieval and/or repair, subject to terms and conditions of the Policy, exceeds 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower.
- 7) **Co-pay** means a cost-sharing requirement under the **Policy/Group Policy** that provides that the **Insured/Insured Beneficiary** will bear a specified percentage of the admissible claim amount. A **Co-pay** does not reduce the **Sum Insured**.
- 8) **Certificate of Insurance** means the document issued by the **Company** to the **Insured Beneficiary** under the Terms and Conditions of **Group Policy** detailing the **Group Policy** number, the **Insured Asset**, **Cover Period** with the commencement date and expiry date of the cover, **Insured Beneficiary's** name, address, coverage, benefits, **Sum Insured**, **Deductible**, condition(s), exclusions and or endorsement(s), and the terms and conditions of the coverage.
Note – This definition is applicable only in case of **Group Policy**
- 9) **Cover Period** shall mean the period specified in the **Certificate of Insurance** during which the **Insured Beneficiary** is covered under the **Group Policy**.
Note – This definition is applicable only in case of **Group Policy**
- 10) **Deductible** means the amount which shall be borne by the **Insured** in respect of each and every claim made under the **Policy/Group Policy**. The **Company's** liability to make any payment is in excess of the **Deductible**.

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- 11) **FIR** - means the complaint filed by the **Insured** and registered by the Police Station within whose jurisdiction the offence alleged is committed/occurred or such other statutory authority as is appropriate in the circumstances. Provided that once the **Insured** files the complaint with concerned Police Station within whose jurisdiction the offence alleged is committed/occurred then same will be regarded as **FIR**, notwithstanding delay (if any) caused by the concerned Police Station in registering the complaint and / or in converting such complaint into a **FIR**.
- 12) **Group** - The definition of a **Group** shall be as per the **Group** guidelines issued by IRDAI vide circular No. 015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005, as amended/modified/further guidelines issued, from time to time.
- 13) **Group Policy Holder/Group Manager** is the Organization or Legal Entity [whose name is mentioned in **Master Policy Schedule**], which has taken the **Group Policy** on behalf of all **Insured Beneficiaries**.
- 14) **Group Policy Period** means period of one year as mentioned in the respective **Group Policy Schedule** during which **Certificate of Insurance** will be issued to **Insured Beneficiary/ies**.
- 15) **Group/Master Policy Schedule** means the schedule and parts thereof issued by the **Insurer** to **Group Manager** and any annexure to it read with endorsements, if any, read with respective **Certificate of Insurance** which are forming part of the **Group Policy**.
- 16) **Immediate Family Members** shall mean the **Insured's**
 - i. Legally wedded Spouse, Children
 - ii. Parents/ Parents in Law/ Brother or Sister/ Brother-in Law or Sister in-Law permanently residing at the **Insured Premises**.
- 17) **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**.
- 18) **Insured/ You, Your, Yourself** means the person/organization/entity named in the **Policy Schedule**.
Note- In case of a **Group Policy**, reference to **Insured/You/Your/Yourself** in this document shall be read as **Insured Beneficiary** named in the **Certificate of Insurance** for the purpose of this document.
- 19) **Insured Beneficiary** shall mean individual members enrolled under the **Group Policy** by the **Group Manager** and whose asset(s) is/are covered under the **Group Policy** as per the terms and conditions of **Group Policy** and **Certificate of Insurance**.
- 20) **Insured Premises** shall mean the premises declared in the proposal form by the **Insured** and mentioned in the **Policy Schedule/Certificate of Insurance** where the **Insured Asset(s)** is used, stored or lying.
- 21) **Insured Asset** means new/Refurbished/used **Portable Items** and other items including **Accessories** (if any) owned by the **Insured/Immediate Family Member which are specified in Policy Schedule/Certificate of Insurance**, excluding items such as
 - i. collections of stamps, rare books, medals, moulds, designs or any other collectibles and deeds
 - ii. ATM cards, credit cards, charge cards, bonds, bills of exchange, treasury or promissory notes, money, securities, or any other negotiable instrument and cash and currency notes.
 - iii. cosmetics
- 22) **Jewellery** means
 - i. Gold/Silver/Platinum articles or articles made from any other precious metals and/or
 - ii. Articles made of Diamonds or other precious stones, gems or pearls, provided that the artificial and or imitation **Jewellery** [made with material other than precious metals/stones, gems or pearls] is excluded from this definition.
- 23) **Market Value** means cost of replacement value of the **Insured Asset** as new at the time of damage less due allowance for betterment, wear and tear and or depreciation
- 24) **Master Policy or Group Policy** shall mean the Proposal, **Group Policy Schedule**, **Certificate of Insurance** along with terms and conditions of this **Group Policy** Wordings, and any endorsements attaching to and/or forming part thereof either at the commencement or during the **Group Policy Period**.
Note- This definition is only applicable for Group Policy
- 25) **Medical Practitioner** shall mean any person who qualifies the National Exit Test held under section 15 of National Medical Commission Act, 2019 and is granted a licence to practice medicine and shall have his/her name and qualifications enrolled in the National Register or a State Register, as the case may be maintained

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under National Medical Commission Act, 2019. Provided that a person who has been registered in the Indian Medical Register maintained under the Indian Medical Council Act, 1956 (102 of 1956) (i) prior to 02nd September 2019, and (ii) before the National Exit Test becomes operational under sub-section (3) of section 15 of National Medical Commission Act, 2019, shall be deemed to have been registered under National Medical Commission Act, 2019 and be enrolled in the National Register maintained under National Medical Commission Act, 2019.

Provided further **Medical Practitioner** shall not include any member of family of customer/**Insured**/proposer. Subject otherwise to all other terms, conditions and exclusions of the **Policy** issued to **Insured** read with extensions, and the terms, conditions and exclusions under the **Policy**.

- 26) **Policy** means the Proposal, the **Policy Schedule** along with terms and conditions of this Policy Wordings, and any endorsements attaching to and/or forming part thereof either at the commencement or during the **Policy Period**.

Note: This definition is not applicable for **Group Policy**

- 27) **Policy Period** means the period as specified in the **Policy Schedule** issued to the **Insured** during which the **Insured Asset(s)** is covered under the **Policy**.

Note: This definition is not applicable to Group policy

- 28) **Policy Schedule** means Schedule and parts thereof, and any other endorsement(s) appended, attached and/or forming part of the **Policy**.

Note: This definition is not applicable to Group policy

- 29) **Portable Items** are items which can be carried easily and designed with the primary intent to be used on the go, such as

- i) Photographic Equipment, Laptops, Mobile Phones, Video Cameras, Telescopes, Musical Instruments, I- Pads, I Pods etc.
- ii) Personal medical devices such as Blood Pressure Machines, Sugar Testing Machines and wearable devices such as Fitness Trackers, Hearing Aids etc.
- iii) Spectacles, clothing, foot ware, drapery, bags/wallets, **Jewellery** & other similar Personal Effects, etc.

- 30) **Refurbished** means **Insured Asset(s)** that have been tested and repaired by the Original Equipment Manufacturer (OEM) / any reputed agency recognized by the **Company** from time to time. **Refurbished Insured Asset(s)** should function exactly like it did when it was new and should be certified for its functional efficiency.

- 31) **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 taking away or attempting to take away **Insured Asset(s)** 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 Immediate 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 Immediate Family Members** who is/are put in fear, and commits the extortion at the **Insured Premises** by putting the **Insured** and/or **Insured's Immediate Family Members** in fear of instant death, of instant hurt, or of instant wrongful restraint to the **Insured** and/or **Insured's Immediate Family Members**, and, by so putting in fear, induces the **Insured** and/or **Insured's Immediate Family Members** so put in fear then and there to deliver up the **Insured Asset/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 Immediate Family Members** in fear of instant death, of instant hurt, or of instant wrongful restraint. In this regard, **Insured Asset(s)** means property insured by the **Company** as per the **Policy**.

The term 'Extortion' means whoever intentionally putting the **Insured** and/or **Insured's Immediate Family Members** in fear of any **Injury** to the **Insured** and/or **Insured's Immediate Family Members**, and thereby dishonestly induces the **Insured** and/or **Insured's Immediate Family Members** so put in fear to deliver to any person any property or valuable security which is insured under the **Policy**, or anything signed or sealed which may be converted into a valuable security, commits "extortion".

- 32) **Safe** means a strong cabinet [made with Iron/steel or other strong metal/alloy, but excluding aluminium] designed for the safe and secure storage of **Insured Asset(s)**, and access to which is restricted.

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- 33) **Sum Insured** means the value of the respective **Insured Asset(s)**, shown in the **Policy Schedule/Certificate of Insurance** and which shall be **Companies** maximum liability (for any one claim or all claims in the aggregate) for the respective **Insured Asset(s)** during the **Policy Period/Cover Period**. **Sum Insured** on floater basis means the value shown in the **Policy Schedule/Certificate of Insurance** which shall be **Companies** maximum liability for any single **Insured Asset** or all **Insured Asset(s)** covered under the **Policy/Group Policy**, for any one claim or all claims in the aggregate.
- 34) **Theft** as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable **Insured Asset** out of the possession of any person without that person's consent (within the geographic limits under the **Policy**), moves that **Insured Asset** in order to such taking, is said to commit theft.
- 35) **Third Party** means any person or legal entity other than the **Insured's** family members/employees.
- 36) **We/Us/Our/Company/Insurer** means Bajaj Allianz General Insurance Company Limited

-----PART 1 OF THE POLICY/GROUP POLICY-----

PART 1: NAMED PERILS

INSURED EVENT(S) OPTIONS UNDER PART 1

SECTION 1 – ACCIDENTAL DAMAGE COVER

SECTION 2 – BURGLARY & ROBBERY COVER

SECTION 3 – BREAKDOWN COVER

RESTRICTED COVER OPTIONS

1. LIQUID DAMAGE – Restricted Cover of Section 1
2. SURGE PROTECTION – Restricted Cover of Section 3
3. TOTAL LOSS ONLY COVER
4. CHILD PART COVER

Note:

- a. Restricted Cover 1 and 2 above need not be opted if Section 1 and Section 3 are opted respectively.
- b. Total Loss Only (wherever opted) shall be available only for Section 1, Section 3, Restricted Cover 1, Restricted Cover 2 whichever is opted.
- c. Child Part Cover (wherever opted) shall be available only for Section 1, Section 3, Restricted Cover 1, Restricted Cover 2 whichever is opted. This cover is offered on a named/unnamed basis for any single child part only. The **Sum Insured** under this cover cannot be utilised for more than one child parts during the **Policy Period/Cover Period**. However, **Insured** can claim more than once for the same child part during the **Policy Period/Cover Period**.

OPTIONAL EXTENSIONS UNDER PART 1

1. TERRORISM COVER
2. GEOGRAPHIC EXTENSION
3. INCONVENIENCE BENEFIT/ INCIDENTAL COST BENEFIT
4. ELECTRONIC DATA RECOVERY
5. FLOATER COVER
6. PERSONAL INJURY
7. OUTSTANDING INTEREST ON LOAN
8. THEFT COVER
9. THIRD PARTY LIABILITY COVER

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SECTION 1 – ACCIDENTAL DAMAGE COVER

COVER OPTIONS

- A) The **Company** will indemnify the **Insured** against the repair or replacement costs incurred by him/her in respect of **Accidental** damage to the **Insured Asset(s)** at the **Insured Premises** resulting from a cause not excluded hereunder, provided that the liability of the **Company** in respect of any **Insured Asset(s)** during the **Policy Period/Cover Period** shall not exceed the **Sum Insured** set against such **Insured Asset/item** in the **Policy Schedule/Certificate of Insurance**.

EXCLUSIONS

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:

1. Any loss or damage covered and/or recoverable under other sections of this **Policy/Group Policy**.
2. This section excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism (unless specifically covered on payment of additional premium) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
3. Irrecoverable **Accidental** loss of possession (unless specifically covered on payment of additional premium)

OR

- B) **Restricted Cover for Liquid Damage:** Subject otherwise to the terms, conditions, and exclusions applicable to Section 1(A) and any endorsements thereof and save as more specifically stated elsewhere, wherever **Insured** has opted for restricted cover for liquid damage, the liability of the **Company** to indemnify the **Insured** under **Accidental** damage shall be limited to damage arising out of **Accidental** water/liquid ingress only.

SUM INSURED UNDER SECTION 1A OR 1B

- **For Insured Asset as Whole**
 - 1) For new assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) and **Refurbished Asset(s)**: Invoice value.
 - 2) For asset(s) other than 1 above: Value mutually agreed between **Insurer** and **Insured**
- **For Child Parts Cover**
 For New Assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) / **Refurbished Asset(s)** / Used Asset(s): Value mutually agreed between **Insurer** and **Insured**

SECTION 2 – BURGLARY & ROBBERY COVER

COVERAGE

The **Company** shall indemnify the **Insured** in respect of the loss of or damage to the **Insured Asset(s)** belonging to the **Insured** stored or lying in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** during the **Policy Period/Cover Period**.

Provided that the liability of the **Company** shall in no case exceed in respect of each **Insured Asset(s)** the **Sum Insured** mentioned in the **Policy Schedule/Certificate of Insurance**.

EXCLUSIONS APPLICABLE TO SECTION 2

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following

1. Any loss or damage covered and/or recoverable under other Sections of this **Policy/Group Policy**.

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2. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
3. Any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.
4. **Insured Assets** from any **Safe** following the use of a key to gain access to the **Safe**, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**.
5. Cover under this Section excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless specifically covered by payment of additional premium.
6. Loss or damage caused by **Theft** (unless specifically covered on payment of additional premium).
7. Physical Loss or damage to **Insured Asset** in transit under contract of affreightment.
8. Loss of or damage to the **Insured Asset** left unattended in open.

SUM INSURED UNDER THIS SECTION 2

For Insured Asset(s) as Whole:

- 1) For new assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) and **Refurbished Asset(s)**: Invoice value.
- 2) For asset(s) other than 1 above: Value mutually agreed between **Insurer** and **Insured**

SECTION 3 – BREAKDOWN COVER

COVER OPTIONS

- A) The **Company** will indemnify the **Insured** against the repair or replacement costs arising from the unexpected **Breakdown** of the **Insured Asset(s)** whilst contained in or fixed at the **Insured Premises**, provided that the liability of the **Company** in respect of any one **Insured Asset(s)** in any one **Policy Period/Cover Period** will not exceed the **Sum Insured** set against such **Insured Asset** in the **Policy Schedule/Certificate of Insurance**.

EXCLUSIONS APPLICABLE TO SECTION 3

The **Company** shall not be liable for and no indemnity is available hereunder in respect of:

1. Any loss or damage covered and/or recoverable under other Sections of this **Policy/Group Policy**.

OR

- B) **SURGE PROTECTION COVER:** Subject otherwise to the terms, conditions, and exclusions applicable to Section 3(A) and any endorsements thereof and save as more specifically stated elsewhere, wherever **Insured** has opted for restricted cover for damage due to power surge, the liability of the **Company** to indemnify the **Insured** under **Breakdown** Cover shall be limited to damage arising out of **Accidental** electrical surge only.

SUM INSURED UNDER SECTION 3A OR 3B

➤ **For Insured Asset as Whole**

- 1) For new assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) and **Refurbished Asset(s)**: Invoice value.
- 2) For asset(s) other than 1 above: Value mutually agreed between **Insurer** and **Insured**

➤ **For Child Parts Cover**

For New Assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new)/ **Refurbished Asset(s)** / Used Asset(s): Value mutually agreed between **Insurer** and **Insured**

EXTENSIONS AVAILABLE UNDER PART 1 OF THE POLICY/GROUP POLICY

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EXTENSION 1 - TERRORISM DAMAGE COVER ENDORSEMENT

Terrorism Damage Cover Endorsement (Material Damage only) Insuring Clause

Subject otherwise to the terms, exclusions, provisions, and conditions contained in the **Policy/Group Policy** and in consideration of the payment by the **Insured** to the **Company** of additional premium as stated in the **Policy Schedule/Certificate of Insurance**, it is hereby agreed and declared that Notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this **Policy/Group Policy** to the Contrary, this **Policy/Group Policy** is extended to cover physical loss or physical damage occurring during the **Policy Period/Cover Period** caused by an act of **Terrorism**, subject to the exclusions, limit and excess described hereinafter.

For the purpose of this cover, an act of **Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or **Group(s)** of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government (s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes

This **Terrorism Damage Cover Endorsement** also includes Loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of Terrorism by the duly empowered government or military authority.

Provided that if the **Insured** is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this **Policy/Group Policy** shall be limited only for the excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "military authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

EXCLUSION

This extension shall not indemnify loss of or damage to **Insured Asset(s)** caused by any or all of the following

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
 - a) Voluntary abandonment or vacation,
 - b) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** of the use or value of its **Insured Asset(s)**;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/damage and/or other assessment which is incurred by the **Insured** or which is imposed by any court, government agency, public or civil authority or any other person;
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any

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electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this **Policy/Group Policy**) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and /or firing mechanism of any weapon or missile;

9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any **Insured Asset(s)** insured hereunder;
11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or damage caused by or arising out of **Burglary**, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of **Terrorism**;
15. Loss or damage caused by mysterious disappearance or unexplained loss;
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The Limit of indemnity under this extension shall not exceed the total **Sum Insured** of the **Insured Asset(s)** under the respective section mentioned in the **Policy Schedule/Certificate of Insurance** or INR 15,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 15,000,000,000. If the actual aggregate loss suffered at one compound/location is more than 15,000,000,000 the amounts payable under individual policies shall be reduced in proportion to the **Sum Insured** of the policies.

DEDUCTIBLE

The amount of **Deductible** shall be same as that of the respective section(s) to which this extension is offered.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance **Policy/Group Policy** on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the **Terrorism** risk insurance during the **Policy Period/Cover Period** except where such cancellation is done along with the cancellation of the basic insurance. Where a **Policy/Certificate of Insurance** is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the **Insured**, pro-rate refund of the cancelled **Policy/Certificate of Insurance** premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main **Policy/Group Policy** save as modified or endorsed herein shall apply.

EXTENSION 2 – GEOGRAPHIC EXTENSION ENDORSEMENT

It is hereby agreed and declared that on payment of additional premium, coverage under Part 1 of the **Policy/Group Policy** is extended to cover loss of or damage to the **Insured Asset(s)** in **Close Personal**

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Custody and Control, anywhere in the World/ India (as opted and specified in the **Policy Schedule/Certificate of Insurance**) and arising from an insured peril, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this **Policy** and extensions opted (if any).

Provided that the liability of the **Company** shall in no case in respect of the **Insured Asset(s)** exceed the **Sum Insured** expressed in the **Policy Schedule/Certificate of Insurance**.

DEDUCTIBLE

The amount of **Deductible** shall be same as that of the respective section(s) to which this extension is offered.

EXTENSION 3 – INCONVENIENCE BENEFIT/ INCIDENTAL COSTS COVER

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage is payable under the **Policy/Group Policy** then **We** will also pay a per day inconvenience benefit as per limit specified in the **Policy Schedule/Certificate of Insurance** for a maximum no. of days opted by **You** as specified in **Policy Schedule/Certificate of Insurance**. The maximum liability of the **Company** to indemnify **You** shall be (in excess of time deductible) as shown below:

[Per Day inconvenience benefit Limit X No of Days]

Special Condition:

1) In Case of Partial Loss

The inconvenience benefit shall terminate on completion of maximum indemnity period opted under this cover or on completion of repairs (wherever applicable) by the repairer, whichever is earlier.

2) In Case of Total Loss/ Constructive Total Loss

Company's maximum liability shall be limited to Inconvenience benefit for maximum no of days opted by the **Insured** and specified in the **Policy Schedule/Certificate of Insurance**

Note: On payment of a claim under this extension cover, the limit of liability shall stand reduced to the extent of claim paid and for any subsequent claims such reduced value shall only be available.

EXTENSION 4 -ELECTRONIC DATA RECOVERY

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage is admissible under the **Policy/Group Policy** then **We** will reimburse **You** up to the limit specified in the **Policy Schedule/Certificate of Insurance** for any reasonable and necessary costs incurred to restore **Your** data stored on the affected **Insured Asset(s)**.

Recovery Costs shall not include;

- 1) More than two attempts per claim at restoration of data during the **Policy Period/Cover Period**.
- 2) Costs that the **Insured** would have incurred anyway without any loss or damage to the **Insured Asset(s)**
- 3) Costs for correction of manually incorrect input of Data
- 4) The Costs to design, upgrade, maintain, or improve the data storage or any applications
- 5) Any attempted data recovery costs incurred without **Our** prior written consent.

Special Condition:

This cover shall be available only for electronic devices used to store, record, transmit, process, read, amend or control digital data

EXTENSION 5: FLOATER COVER

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In consideration of payment of additional premium, it is hereby agreed and declared that multiple **Insured Asset(s)** shall be covered under the **Policy/Group Policy** for perils as opted by the **Insured** under a single **Sum Insured**. The **Company's** liability to indemnify the **Insured** for any one claim or all claims in the aggregate shall not exceed the floater **Sum Insured**.

Basis of arriving at the floater Sum Insured

Loss limit basis. **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance** shall be **Our** maximum liability, for any one claim or in the aggregate for all claims for all **Insured Asset(s)** covered on floater basis.

Special Condition

- 1) Floater cover can be opted only where multiple **Insured Asset(s)** are covered for the same insured events
- 2) Typically, assets belonging to similar asset category can be covered under Floater Cover
 Eg: Floater cover for multiple furniture/ fixture items or Floater cover for Electronic Appliances

Note: Floater cover is not available where child parts cover is opted

EXTENSION 6 – PERSONAL INJURY COVER

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage admissible under the base **Policy/Group Policy** as a consequence of which the **Insured** suffers a personal **Injury**, then **We** shall indemnify the **Insured** up to a limit specified in the **Policy Schedule/Certificate of Insurance** towards outpatient medical expenses under this extension.

For the purpose of this extension outpatient medical expenses shall include reasonable charges for medical (including cost of prescribed medicines), surgical, doctor consultation, X-ray, ambulance and professional nursing which do not require 24 hours of hospitalisation.

EXTENSION 7 – OUTSTANDING INTEREST ON LOAN

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that in case of a Total Loss/ **Constructive Total Loss** being admissible under the base **Policy/Group Policy**, **We** shall additionally pay for outstanding interest amount towards a loan taken from a **Bank/Financial Institution** for financing the purchase of the damaged **Insured Asset(s)** by **You** and/or **Your Immediate Family Member**. The maximum liability of the **Company** to indemnify **You** shall not exceed the limit specified in the **Policy Schedule/Certificate of Insurance** applicable to this cover.

Special Condition

We shall not be liable to indemnify **You** towards any fine or penal charges imposed by Bank/Financial Institution towards any delay/default of any EMI (Equated Monthly Installment) payments towards the **Insured Asset(s)**.

Definition Applicable to this Extension:

- 1) **Bank/ Qualified Financial Institution/ Payment System Operator** means:
 - a) Banking Company as defined in Chapter 3A of Reserve Bank of India Act, 1934;
 - b) Non-Banking Financial Company (NBFC) as defined under Reserve Bank of India Act, 1934 read with the RBI guidelines, from time to time.
 - c) Entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007

EXTENSION 8 - THEFT COVER:

Subject otherwise to the terms, conditions, and exclusions applicable to Section 2 and any endorsements thereof and save as more specifically stated elsewhere, the **Company** shall indemnify the **Insured** for loss or damage to **Insured Asset(s)** arising out of Theft.

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Thereupon, exclusion "No.6" applicable to Section 2 shall be deleted.

EXTENSION 9: THIRD PARTY LIABILITY COVER

Save as more specifically stated elsewhere and on payment of additional premium, **We** shall cover **You** for **Third Party** liability as below:

Property Damage Cover

If while this **Policy/Group Policy** is in force, a claim is made or a suit brought against the **Insured** for **Third Party Property Damage** that occurred during the **Policy Period/Cover Period** resulting from loss/damage to the **Insured Asset** (arising out of insured peril), then the **Company** agrees to pay to the **Insured** Compensation for the damages (up to the limit applicable for this cover stated in the **Policy Schedule/Certificate of insurance**) which the **Insured** is legally liable for.

Medical Payments to Others

If while this **Policy/Certificate of Insurance** is in force, a claim is made or a suit brought against an **Insured** for **Medical Expenses** as the result of an **Accident** (arising out of insured peril) that occurred during the **Policy Period/Cover Period** caused by the use of the **Insured Asset** and resulting in bodily **Injury** to **Third Party**, then the **Company** agrees to pay to the **Insured** Compensation (up to the limit applicable for this cover stated in the **Policy Schedule/Certificate of Insurance**) which the **Insured** is legally liable for.

In no event, the **Company** shall pay more than the total limit applicable to this cover for all **Property Damage** or **Medical Expenses**.

Specific Conditions

1. If the **Insured** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
2. The total limit is the maximum amount payable for Property Damage and Medical Payments to Others combined, not for each one.
3. **We** shall have the right to recommend that **You** settle such claim for an amount for which the claim can be settled. **You** may decline to settle any claim which **We** so recommend that it settle; provided, however, that in the event **You** shall elect to contest or continue to contest such claim after **We** have recommended it be settled, **We** may withdraw from the matter, and **Our** liability shall not exceed the sum of the amount of damages for which the claim could have been settled and the amount of claims expenses incurred with **Our** consent prior to the date on which **We** had first recommended the settlement.
We may in the case of any claim pay the amount of **Our** applicable limit under this cover or any lesser sum for which the claim can be settled, and **We** will thereafter have no further liability in respect of such claim.

Specific Definitions

1. **Medical Expenses** means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
2. **Property Damage** means physical damage to, destruction of or loss of use of tangible property.

ADDITIONAL RESTRICTED COVER OPTIONS UNDER PART 1 OF THE POLICY/GROUP POLICY

- 1) **Total Loss Only Cover** (Applicable to SECTION 1 / SECTION 3 / RESTRICTED COVER 1 / RESTRICTED COVER 2)
Save as more specifically provided elsewhere under the **Policy/Group Policy**, the liability of the **Company** to indemnify **You** shall be restricted, as provided below, subject otherwise to the terms, exclusions, provisions, and conditions contained under the respective Section

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Wherever **Insured** has opted for **Total Loss** restricted cover, **Our** liability to indemnify the **Insured** shall be limited to claims where each claim value exceeding 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower for the respective **Insured Asset(s)**. No indemnity shall be available to the **Insured** where each claim value does not exceed 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower

Total Loss means where value of retrieval and/or repair of **Insured Asset(s)** exceeds 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower.

On payment of a claim under this cover, the coverage for the **Insured Asset** shall cease under the **Policy/Group Policy**.

This cover can be opted only under **Accidental Damage, Breakdown, Liquid Damage, Surge Protection** and shall be available only for the respective peril(s) opted.

2) **Child Parts Cover** (Applicable to SECTION 1 / SECTION 3 / RESTRICTED COVER 1 / RESTRICTED COVER 2)

Save as more specifically provided elsewhere under the **Policy/Group Policy**, the liability of the **Company** to indemnify **You** shall be restricted to the **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance** towards the child part of the **Insured Asset(s)**, subject otherwise to the terms, exclusions, provisions, and conditions contained under the respective Section.

Note: Child parts cover is offered on an unnamed basis for any single child part only unless **You** have specifically opted cover for Named Child Part. Any Child Part of the **Insured Asset** for which **You** first lodge a Claim shall be considered as the Child Part for which cover is available under the **Policy/Group Policy** where cover is opted on unnamed Child Part basis. The **Sum Insured** under this cover cannot be utilised for more than one child parts during the **Policy Period/Cover Period**. However, **Insured** can claim more than once for the same child part during the **Policy Period/Cover Period** until the **Sum Insured** is completely exhausted. On payment of a claim under this section the **Sum Insured** shall stand reduced by the amount of admissible loss and cannot be reinstated.

-----PART 2 OF THE POLICY/GROUP POLICY-----

PART 2 – All RISK

OPTIONAL EXTENSIONS UNDER PART 2

1. GEOGRAPHIC EXTENSION
2. INCONVENIENCE BENEFIT/ INCIDENTAL COST BENEFIT
3. ELECTRONIC DATA RECOVERY
4. FLOATER COVER
5. PERSONAL INJURY
6. OUTSTANDING INTEREST ON LOAN
7. THIRD PARTY LIABILITY COVER

RESTRICTED COVER OPTIONS UNDER PART 2

- 1) TOTAL LOSS ONLY COVER
- 2) CHILD PART COVER

COVERAGE UNDER PART 2 – All RISK

Subject to the terms, exceptions, exclusions, limitations and conditions contained herein or endorsed hereof the **Company** agrees to indemnify the **Insured**, if at any time during the **Policy Period/ Cover Period** the **Insured Asset(s)** described in the **Policy Schedule/Certificate of Insurance** being used, stored or lying at the **Insured**

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Premises and belonging to the **Insured** be lost or damaged by a reason / on account of any of the contingencies not excluded under this **Policy/Group Policy**. The liability of the **Company** to indemnify the **Insured** in the aggregate shall not exceed the **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance**.

SUM INSURED UNDER PART 2

➤ **For Insured Asset as Whole**

- 1) For new assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) and **Refurbished Asset(s)**: Invoice value.
- 2) For asset(s) other than 1 above: Value mutually agreed between **Insurer** and **Insured**

➤ **For Child Parts Cover**

For New Assets (not older than 30 days from date of first purchase unless otherwise specifically agreed as new) / **Refurbished Asset(s)** / Used Asset(s): Value mutually agreed between **Insurer** and **Insured**

EXTENSIONS AVAILABLE UNDER PART 2 OF THE POLICY/GROUP POLICY

EXTENSION 1 – GEOGRAPHIC EXTENSION ENDORSEMENT

It is hereby agreed and declared that on payment of additional premium, coverage under the **Policy/Group Policy** is extended to cover loss of or damage to the **Insured Asset(s)** in **Close Personal Custody and Control**, anywhere in the World/ India (as opted and specified in the **Policy Schedule/Certificate of Insurance**) and arising from an insured peril, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this **Policy/Group Policy** and extensions opted (if any).

Provided that the liability of the **Company** shall in no case in respect of the **Insured Asset(s)** exceed the **Sum Insured** expressed in the **Policy Schedule/Certificate of Insurance**.

DEDUCTIBLE

The amount of **Deductible** shall be same as that of the respective section(s) to which this extension is offered.

EXTENSION 2 – INCONVENIENCE BENEFIT/ INCIDENTAL COSTS COVER

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage is payable under the base **Policy/Group Policy** then **We** will also pay a per day inconvenience benefit as per limit specified in the **Policy Schedule/Certificate of Insurance** for a maximum no of days opted by **You**. The maximum liability of the **Company** to indemnify **You** shall be (in excess of time deductible) as shown below:

[Per Day Limit X No of Days]

Special Condition:

1) **In Case of Partial Loss**

The inconvenience benefit shall terminate on completion of maximum indemnity period opted under this cover or on completion of repairs (wherever applicable) by the repairer, whichever is earlier.

2) **In Case of Total Loss/ Constructive Total Loss**

Company's maximum liability shall be limited to Inconvenience benefit for maximum no of days opted by the **Insured** and specified in the **Policy Schedule/Certificate of Insurance**

Note: On payment of a claim under this cover the limit of liability shall stand reduced to the extent of claim and for any subsequent claims such reduced value shall only be available.

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EXTENSION 3 -ELECTRONIC DATA RECOVERY

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage is admissible under the base **Policy/Group Policy** then **We** will reimburse **You** up to the limit specified in the **Policy Schedule/Certificate of Insurance** for any reasonable and necessary costs incurred to restore **Your** data stored on the affected **Insured Asset(s)**.

Recovery Costs shall not include;

- 1) More than two attempts per claim at restoration of data during the **Policy Period/Cover period**.
- 2) Costs that the **Insured** would have incurred anyway without any loss or damage to the **Insured Asset(s)**
- 3) Costs for correction of manually incorrect input of Data
- 4) The Costs to design, upgrade, maintain, or improve the data storage or any applications
- 5) Any attempted data recovery costs incurred without **Our** prior written consent.

Special Condition:

This cover shall be available only for electronic devices used to store, record, transmit, process, read, amend or control digital data

EXTENSION 4: FLOATER COVER

In consideration of payment of additional premium, it is hereby agreed and declared that multiple **Insured Asset(s)** shall be covered under the **Policy/Group Policy** for perils as opted by the **Insured** under a single **Sum Insured**. The **Company's** liability to indemnify the **Insured** for any one claim or all claims in the aggregate shall not exceed the floater **Sum Insured**.

Basis of arriving at the floater Sum Insured

Loss limit basis. **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance** shall be **Our** maximum liability, for any one claim or in the aggregate for all claims for all **Insured Asset(s)** covered on floater basis.

Special Condition

- 1) Floater cover can be opted only where multiple **Insured Asset(s)** are covered for the same insured events
- 2) Typically, assets belonging to similar asset category can be covered under Floater Cover
 Eg: Floater cover for multiple furniture/ fixture items or Floater cover for Electronic Appliances

EXTENSION 5 – PERSONAL INJURY COVER

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage admissible under the base **Policy/Group Policy** as a consequence of which the **Insured** suffers a personal **Injury**, then **We** shall indemnify the **Insured** up to a limit specified in the **Policy Schedule/Certificate of Insurance** towards outpatient medical expenses under this extension.

For the purpose of this extension outpatient medical expenses shall include reasonable charges for medical (including cost of prescribed medicines), surgical, doctor consultation, X-ray, ambulance and professional nursing which do not require 24 hours of hospitalisation.

EXTENSION 6 – OUTSTANDING INTEREST ON LOAN

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that in case of a Total Loss/ **Constructive Total Loss** being admissible under the base **Policy/Group Policy**, **We** shall additionally pay for outstanding interest amount towards a loan taken from a **Bank/Financial Institution** for financing the purchase of the damaged **Insured Asset(s)** by **You** and/or **Your Immediate Family Member**. The maximum liability of the **Company** to indemnify **You** shall not exceed the limit specified in the **Policy Schedule/Certificate of Insurance** applicable to this cover.

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Special Condition

We shall not be liable to indemnify **You** towards any fine or penal charges imposed by Bank/Financial Institution towards any delay/default of any EMI (Equated Monthly Installment) payments towards the **Insured Asset(s)**.

Definition Applicable to this Extension:

Bank/ Qualified Financial Institution/ Payment System Operator means:

- Banking Company as defined in Chapter 3A of Reserve Bank of India Act, 1934;
- Non-Banking Financial Company (NBFC) as defined under Reserve Bank of India Act, 1934 read with the RBI guidelines, from time to time.
- Entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007

EXTENSION 7: THIRD PARTY LIABILITY COVER

Save as more specifically stated elsewhere and on payment of additional premium, **We** shall cover **You** for **Third Party** liability as below:

Property Damage Cover

If while this **Policy/Certificate of Insurance** is in force, a claim is made or a suit brought against the **Insured** for **Third Party Property Damage** that occurred during the **Policy Period/Cover Period** resulting from loss/damage to the **Insured Asset** (arising out of insured peril), then the **Company** agrees to pay to the **Insured** Compensation for the damages (up to the limit applicable for this cover stated in the **Policy Schedule/Certificate of Insurance**) which the **Insured** is legally liable for.

Medical Payments to Others

If while this **Policy/Certificate of Insurance** is in force, a claim is made or a suit brought against an **Insured** for **Medical Expenses** as the result of an **Accident** (arising out of insured peril) that occurred during the **Policy Period/Cover Period** caused by the use of the **Insured Asset** and resulting in bodily **Injury** to **Third Party**, then the **Company** agrees to pay to the **Insured** Compensation (up to the limit applicable for this cover stated in the **Policy Schedule/Certificate of Insurance**) which the **Insured** is legally liable for.

In no event, the **Company** shall pay more than the total limit applicable to this cover for all **Property Damage** or **Medical Expenses**.

Specific Conditions

- If the **Insured** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- The total **limit** is the maximum amount payable for **Property Damage** and **Medical Payments** to Others combined, not for each one.
- We** shall have the right to recommend that **You** settle such claim for an amount for which the claim can be settled. **You** may decline to settle any claim which **We** so recommend that it settle; provided, however, that in the event **You** shall elect to contest or continue to contest such claim after **We** have recommended it be settled, **We** may withdraw from the matter, and **Our** liability shall not exceed the sum of the amount of damages for which the claim could have been settled and the amount of claims expenses incurred with **Our** consent prior to the date on which **We** had first recommended the settlement.
We may in the case of any claim pay the amount of **Our** applicable limit under this cover or any lesser sum for which the claim can be settled, and **We** will thereafter have no further liability in respect of such claim.

Specific Definitions

- Medical Expenses** means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.

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2. **Property Damage** means physical damage to, destruction of or loss of use of tangible property.

RESTRICTED COVER OPTIONS UNDER PART 2 OF THE POLICY/GROUP POLICY

1) **Total Loss Only**

Save as more specifically provided elsewhere under the **Policy/Group Policy**, the liability of the **Company** to indemnify **You** shall be restricted, as provided below, subject otherwise to the terms, exclusions, provisions, and conditions contained under the respective Section

Wherever **You** have opted for **Total Loss** restricted cover, **Our** liability to indemnify **You** shall be limited to claims where each claim value exceeding 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower for the respective **Insured Asset(s)**. No indemnity shall be available to **You** where each claim value (arising out of the opted Insured Peril) does not exceed 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower.

Total Loss means where value of retrieval and/or repair of **Insured Asset(s)** exceeds 75% of the **Sum Insured** or **Market Value** of the **Insured Asset (s)** as on date of loss whichever is lower.

On payment of a claim under this cover, the coverage for the **Insured Asset** shall cease under the **Policy/Group Policy**.

2) **Child Parts Cover**

Our liability to indemnify **You** shall be restricted to the **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance** towards the child part of the **Insured Asset(s)**, subject otherwise to the terms, exclusions, provisions, and conditions of the **Policy/Group Policy**.

Note: Child parts cover is offered on an unnamed basis for any single child part only unless **You** have specifically opted cover for Named Child Part. Any Child Part of the **Insured Asset** for which **You** first lodge a claim shall be considered as the Child Part for which cover is available under the **Policy/Group Policy** where cover is opted on unnamed Child Part basis. The **Sum Insured** under this cover cannot be utilised for more than one child parts during the **Policy Period/Cover Period**. However, **Insured** can claim more than once for the same child part during the **Policy Period/Cover Period** until the **Sum Insured** is completely exhausted. On payment of a claim under this section the **Sum Insured** shall stand reduced by the amount of admissible loss and cannot be reinstated.

BASIS OF LOSS SETTLEMENT APPLICABLE TO PART 1, PART 2 OF THE POLICY/GROUP POLICY

Basis of loss settlement shall be as follows:

I. **PARTIAL LOSS**

Where any **Insured Asset(s)** or any child part thereof (as applicable) can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured**, in excess of the amount of **Deductible**, salvage and betterment (if any), expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

II. **TOTAL LOSS**

1. In the case of a total loss, the **Company** shall indemnify the **Insured** in excess of the amount of **Deductible**, salvage and betterment (if any), restoration or replacement costs up to the **Sum Insured**, subject to depreciation as mentioned below unless specifically revised and mentioned in the **Policy Schedule/Certificate of Insurance**

- i. For **Insured Asset(s)** excluding Electronic Equipment and Portable Electronic Equipment

Age of the Insured Asset(s)	Depreciation Percentage
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Up to 6 months	10%
Up to 1 Year	20%
Up to 2 Year	40%
Up to 3 Year	50%
More than 3 Year	60%

ii. For Electronic Equipment and Portable Electronic Equipment

Age of the Insured Asset(s)	Depreciation Percentage
Up to 6 months	15%
Up to 1 Year	25%
Up to 2 Year	50%
Up to 3 Year	70%
More than 3 Year	75%

2. In cases where the **Insured Asset(s)** or any child part thereof (as applicable) is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged **Insured Asset(s)** with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed subject to a maximum of 50% of the cost of the follow up model but not exceeding the **Sum Insured**.

----- PART 3 OF THE POLICY -----

PART 3 – COVER FOR CURIOS, WORKS OF ARTS AND PAINTINGS

OPTIONAL EXTENSIONS UNDER PART 3

1. THIRD PARTY LIABILITY

COVERAGE UNDER PART 3 – COVER FOR CURIOS, WORKS OF ARTS AND PAINTINGS

Subject to the terms, exceptions, limitations and conditions contained herein or endorsed hereof the **Company** agrees to indemnify the **Insured**, if at any time during the **Policy Period/Cover Period** the Curios, Works of Arts and Paintings described in the **Policy Schedule/Certificate of Insurance** being displayed, stored or lying at the **Insured Premises** and belonging to the **Insured** be lost or damaged by a reason / on account of any of the contingencies not excluded under this **Policy/Group Policy**. The liability of the **Company** to indemnify the **Insured** in the aggregate shall not exceed the **Sum Insured** specified in the **Policy Schedule/Certificate of Insurance**.

SPECIFIC EXCLUSIONS APPLICABLE TO PART 3:

- Transit/ movement outside the **Insured Premises**
- Sculptures and figurines made of brittle/ fragile material unless displayed in sturdy shelves or stored within sturdy enclosure.
- Mechanical or electrical faults or **Breakdown**

SPECIFIC CONDITIONS APPLICABLE TO PART 3:

- Insured Paintings displayed on the wall must be situated minimum of 4 feet from the floor level for any loss to be admissible under the **Policy**
- Sculptures, curios and other works of art being displayed or stored must be at situated minimum of 1 feet height from the floor level.

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3. Sculptures, curios and other works of art stored shall be kept independent and under no circumstance be stacked on top of each other or leaning on one another.

BASIS OF SUM INSURED

Valuation reports from **Company** recognized valuer or invoice not older than six months from the day the item is proposed to be covered under this **Policy/Group Policy**.

BASIS OF CLAIM SETTLEMENT

1. **Partial Loss - Insured** may decide whether **Company** should repair, replace or pay the insured value of the damaged item. If **Insured** opted for repair, **Company** will also pay for any loss in value (supported by valuation report). The maximum **Company** will pay in total is the value of that item specified in the **Policy Schedule/Certificate of Insurance**.
2. **Total Loss - Company** will pay the insured value of the damaged item as specified in the **Policy Schedule/Certificate of Insurance**

Note: If **Company** pays the full amount insured for an insured item, pair or set, **Company** will then own it and have the right to take possession of it.

OPTIONAL EXTENSION AVAILABLE UNDER PART 3 OF THE POLICY/GROUP POLICY

EXTENSION 1: THIRD PARTY LIABILITY COVER

Save as more specifically stated elsewhere and on payment of additional premium, **We** shall cover **You** for **Third Party** liability as below:

Property Damage Cover

If while this **Policy** is in force, a claim is made or a suit brought against the **Insured** for **Third Party Property Damage** that occurred during the **Policy Period** resulting from loss/damage to the **Insured Asset** (arising out of insured peril), then the **Company** agrees to pay to the **Insured** the Compensation stated in the **Policy Schedule**, up to the total **Sum Insured**, for the damages for which the **Insured** is legally liable.

Medical Payments to Others

If while this **Policy** is in force, a claim is made or a suit brought against an **Insured** for **Medical Expenses** as the result of an **Accident** (arising out of insured peril) that occurred during the **Policy Period** caused by the use of the **Insured Asset** and resulting in Bodily Injury to **Third Party**, then the **Company** agrees to pay to the **Insured** the Compensation stated in the **Policy Schedule**, up to the total **Sum Insured**, for the damages for which the **Insured** is legally liable.

In no event, the **Company** shall pay more than the total **Sum Insured** for all **Property Damage** or **Medical Expenses**.

Specific Conditions

1. If the **Insured** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
2. The total **Sum Insured** is the total amount payable for **Property Damage** and **Medical Payments** to Others combined, not for each one.
3. **We** shall have the right to recommend that **You** settle such claim for an amount for which the claim can be settled. **You** may decline to settle any claim which **We** so recommend that it settle; provided, however, that in the event **You** shall elect to contest or continue to contest such claim after **We** have recommended it be settled, **We** may withdraw from the matter, and **Our** liability shall not exceed the sum of the amount of damages for which the claim could have been settled and the amount of claims expenses incurred with **Our** consent prior to the date on which **We** had first recommended the settlement.

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We may in the case of any claim pay the amount of **Our** applicable limit under this cover or any lesser sum for which the claim can be settled, and **We** will thereafter have no further liability in respect of such claim.

Specific Definitions

1. **Medical Expenses** means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
2. **Property Damage** means physical **Injury** to, destruction of or loss of use of tangible property.

----- END OF PART 3 -----

GENERAL EXCLUSIONS APPLICABLE TO PART 1, PART 2 AND PART 3 OF THE POLICY/Group Policy

Unless more specifically stated elsewhere, the **Company** is not liable for and no indemnity will be provided in respect of any loss to the **Insured Asset(s)** arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. The **Deductible and/or Co-pay** as specified in **Policy Schedule/Certificate of Insurance** shall apply for each and every loss arising out of the respective perils in respect of which the **Insured** is indemnified under this **Policy/Group Policy**. The **Deductible and/or Co-Pay** shall apply per insured event per **Insured Asset**.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the **Insured Asset(s)** by
 - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
5. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
6. Loss, destruction or damage to bullion or unset precious stones, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives .
7. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever, any **Third Party** liability (unless specifically covered under respective extension of the **Policy/Group Policy**).
9. Loss or damage by spoilage from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
10. Defective workmanship material or design, latent defect, wear and tear depreciation, moth, vermin, insects or mildew, process of cleaning, dyeing or bleaching, restoring, repairing, retouching, or renovation, inherent vice, warping or shrinkage, the action of light or atmospheric conditions such as extreme cold and heat/ aridity/ humidity/, natural ageing or any other gradually operating cause.
11. Loss of **Insured Asset(s)** from any **Safe** following the use of a key to gain access to the **Safe**, or any duplicate thereof
12. Any loss recoverable under any other insurance policy covering the **Insured Asset(s)**.
13. Manufacturing defects for which the manufacturer is responsible under warranty/guarantee contract.
14. Dismantling, fitting adjustment, repair alteration or modification to **Insured Asset(s)** not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of any **Insured Asset(s)** contrary to the directives of the makers/manufacturers and/or his agents.

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15. Loss or damage due to faults existing at the time of commencement of this insurance of which the **Insured** was or should have been aware, and, regardless of whether such faults or defects were known to the **Company** or not;
16. Cracking, chipping or scratching of glass, unless caused by **Accidental** means.
17. Over winding or denting of watches and clocks.
18. Loss or damage liable to be repaired or made good by a third party under any contract of agreement
19. **Jewellery** and Valuables at the time of destruction or damage in the custody of or being used by anyone other than the **Insured** or his/her **Immediate Family Members** to whom the said **Jewellery** and Valuables item is entrusted.
20. Physical loss or damage to the **Insured Asset(s)** in transit under contract of affreightment.
21. **Theft** from any car except car of fully enclosed saloon type having at the time of loss all the doors, windows and other openings securely locked and properly fastened.
22. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
23. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - a. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - b. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
 - c. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **Insured** to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.
24. Any covered Perils [which causes loss or damage to **Insured Asset**] arising out of the reckless, deliberate, wilful or intentional acts of the **Insured** or the **Insured's** Employees or any agent/s of the **Insured** or the wilful act of any other person with the connivance of the **Insured** or his **Immediate Family Members** or any Employee or his **Immediate Family Members** or any agent of the **Insured**, or due to the non-compliance with any statutory provision.
25. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of customs, any Government of public or local authority.
26. **Theft**, loss or damage during the hire or loan of the instrument to a **Third Party**.
27. Mysterious disappearance and Unexplained Losses.
28. Loss or damage due to or contributed to by the **Insured** having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
29. Any loss or damage to **Insured Asset(s)** used for rental or profit generation purposes except in cases of domestic/residential rental property.
30. Where there is a change of ownership of the **Insured Asset(s)**.
31. Inconsequential aspects such as noises, vibrations, warpage, oil seepage and sensations that do not lead to dismal performance of the Insured Property.
32. Replacement of any consumable item of the **Insured Asset(s)**, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
33. The cost of transportation of the **Insured Asset(s)** to and/or from the place of repair;
34. Failure of parts which are subject to recall by manufacturer of the **Insured Asset(s)**.
35. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
36. Service/maintenance calls which do not involve malfunction or defects in the **Insured Asset(s)** due to workmanship or material used by manufacturer.
37. **Insured Asset(s)** that has been mishandled, neglected, or abused other than intended use as specified by the manufacturer.
38. Fading, colour loss, or colour change and/or Cracking and peeling of leather or vinyl.
39. Loss or damage caused by stains howsoever caused.

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40. Loss or damage outside the opted geographic limits.
41. **Insured Asset(s)** showing signs of or damaged due to
 - i) infestation, including but not limited to insects, rodents, termites and cockroaches.
 - ii) damage by pet animals
42. **Additional Exclusions for furniture which is Insured Asset:**
 - a) Maintenance, damage caused by normal or ordinary wear-and-tear, including but not limited to Scuffing, scrapes, or other surface abrasions, including surface scratches on leather or fabrics.
 - b) Damage to Mattresses, Wicker and rattan furniture, Nubuck, suede or exotic leathers, Split-grain leather hides used in seat cushions, back cushions, or arm areas,
 - c) Components and mechanisms integrated into furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks
 - d) Loss of foam and/or inner spring resiliency (including any impressions or deformation)
 - e) Checking, cracking, bubbling, or peeling of the finish.
 - f) Chips, scratches, and/or breakage of glass or any brittle material used in manufacturing or mirrors, loss of silvering on mirrors.
 - g) **Insured Asset** sold "as is" or floor samples.
 - h) The effects of weather conditions upon the product such as but not limited to sunlight, wind, weather, rusting, radiation, corrosion.

GENERAL CONDITIONS APPLICABLE TO PART 1, PART 2 AND PART 3 OF THE POLICY/GROUP POLICY:

1. **Due Observance**
 The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy/Group Policy** insofar as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of the **Company** under this **Policy/Group Policy**.
2. **Reasonable Care**
 The **Insured** shall:
 - a. Take all reasonable steps to safeguard the **Insured Asset(s)** against any covered Insured peril.
 - b. Take all reasonable steps to prevent a claim from arising under the **Policy/Group Policy**.
 - c. Take all reasonable steps to minimise a loss and act as a prudent un-insured.
3. **Duties and Obligations after Occurrence of a covered Insured Event:**
 Save as more specifically provided for elsewhere in the **Policy Schedule/Certificate of Insurance** read with Terms and Conditions of **Policy/Group Policy**, it is a condition precedent to the **Company's** liability under this **Policy/Group Policy**, upon the happening of any event giving rise to or likely to give rise to a claim under the **Policy/Group Policy**:
 - a. The **Insured** shall immediately and in any event within 24 hours give written notice of the same to the **Company** or any of its representatives and appointees, at the address shown in the **Policy Schedule/Certificate of Insurance** read with Terms and Conditions of **Policy/Group Policy** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
 - b. The **Insured** shall within 30 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 of Indemnification sought from the **Company**, and
 - c. 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
 - d. The **Insured** shall allow the **Company** and its representatives and appointees to inspect any **Insured Asset(s)** and or any material items, as per 'the Right to Inspect' Clause and

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- e. The **Insured** shall not abandon the **Insured Asset(s)**, nor take any step to rectify/ remedy the damage before the same has been approved by the **Company**.
- f. On receipt of the all required information/ documents that are relevant and necessary for the claim, as the case may be, the **Company** shall within a period of 30 days offer a settlement of the claim to the **Insured**. If the **Company**, for any reasons to be recorded writing and communicated to **Insured**, decides to reject a claim under the **Policy/Group Policy**, it shall do so within a period of 30 days from the receipt of the last relevant and necessary document.
- g. 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
- h. In event of a claim arising under this **Policy/Group Policy**, the **Insured** shall arrange for submission of the following indicative documents as demanded by the **Company**:
 - i. Duly completed claim form signed by the **Insured**, 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;
 - ii. Police report (**FIR**) for **Theft** and **Burglary** claims
 - iii. Police Final Investigation Report for Theft and **Burglary** claims
 - iv. Bills and invoices, valuation reports etc. required to support and substantiate the claim amount
 - v. NEFT mandate with details & cancelled cheque
 - vi. Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

*Note: Waiver of conditions 3 (a) and 3 (b) of above General Conditions may be considered by the **Company** at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the **Company** that under the circumstances in which the **Insured** was placed, it was not possible for the **Insured** or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit. The decision of the **Company** shall be final and binding on the **Insured**.

4. Limits/Sum Insured Applicable to Long Term Insurance

Wherever, **We** have issued a long term **Policy Schedule/Certificate of Insurance**, any limit applicable to the cover opted shall be applicable for each year synchronous with the risk inception date.

5. Right to Inspect

If required by the **Company**, its representatives and appointees, including a loss assessor or a surveyor or an investigator appointed in that behalf, shall in case of any loss/damage or any circumstances that have given rise to a claim under the **Policy/Group Policy** be permitted at all reasonable times to examine into the circumstances of such loss/damage. The **Insured** shall, on being required so to do by the **Company**, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from them as may be required by the **Company** so far as they relate to such claims or will in any way assist the **Company** to ascertain in the correctness thereof or the liability of the **Company** under the **Policy/Group Policy**.

6. **Pair and Set Clause:** In the event of loss or damage to any article forming part of a pair of set, the **Company** shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of pair or set, but in any event the **Company's** liability shall not exceed the proportionate part of the **Sum Insured** in respect of the pair or set.

7. **Maintenance of Sum Insured:** (Not applicable to Child Parts Cover, **Third Party** Liability, Inconvenience Benefit/ Incidental Cost Benefit, Electronic Data Recovery, Personal **Injury** and Outstanding Interest On Loan)
At all times during the **Policy Period/Cover Period** the insurance cover will be maintained to the full extent of the respective **Sum Insured** in consideration of which upon the settlement of any loss under this **Policy/Group**

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Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of **Policy Period/Cover Period** for the amount of such loss shall be payable by the **Insured** to the **Company**.

The additional premium referred above shall be deducted from the net claim amount payable under the **Policy/Group Policy**. This continuous cover to the full extent will be available notwithstanding any previous loss for which the **Company** may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the **Insured** subject only to the right of the **Company** for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the **Policy Period/Cover Period**.

Notwithstanding what is stated above, the **Sum Insured** shall stand reduced by the amount of loss in case the **Insured** immediately on occurrence of the loss exercises his option not to reinstate the **Sum Insured** as above.

In the event of payment of a Total Loss claim by the **Company**, the cover shall cease immediately for the said **Insured Asset(s)** / any child part thereof (as applicable) and no further liability for the same shall be admissible under the **Policy/Group Policy**.

8. Contribution

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

9. Subrogation

The **Insured** 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 the **Policy/Group Policy** whether such acts and things shall be or become necessary or required before or after the **Insured** is indemnified by the **Company**.

10. Fraud

If the **Insured** or any one acting on his/their behalf shall make or advance any claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used to obtain any benefits under the **Policy/Group Policy** or if the loss or damage be occasioned by the wilful act, or with the connivance of the **Insured**, all benefits under the **Policy/Group Policy** shall be void and all claims or payments thereunder shall be forfeited along with forfeiture of the premium.

11. Indemnity

The **Company** may at its option, if applicable reinstate, replace or repair the **Insured Asset(s)** lost or damage or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The **Company** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the **Company** be bound to expend more in reinstatement than it would have cost to reinstate such **Insured Asset(s)** as it was at the time of the occurrence of such loss or damage and in any event not more than the **Sum Insured** thereon. All claims shall be payable in India in Indian Rupees only.

12. Cancellation

I) (Applicable to Individual Policy):

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This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 days written notice to the **Company** provided there has been no **Claim** made under the **Policy**, the **Company** will refund premium according to the **Company's** short- period scale rated as mentioned below.

Annual Short Period Cancellation Scale	
Cancellation Period (Days)	Refund Amount as percentage of Annual Premium amount (excluding GST)
Up to 15 days	100%
16 to 60 days	67%
61 to 90 days	59%
91 to 120 days	51%
121 to 150 days	43%
151 to 180 days	35%
181 to 365 days	Nil

Note: Short Term Policies issued for a period less than one year, cannot be cancelled

Policy issued for the Period of more than 1 year, the following method shall be applied:

1) For Policy with the Policy Period more than 1 year :

- (i) If the request for cancellation is received in First Year, the apportioned premium for subsequent years will be refunded in full and for refund of premium of First Year, the above mentioned annual short period scale as mentioned in hereinabove will be applied on the apportioned First Year premium.
- (ii) If the request for cancellation is received in subsequent year(s)
 - a. the apportioned premium for the completed years of the **Policy Period** will be retained in full,
 - b. the annual short period scale as mentioned in hereinabove 12(I) will be applicable for the apportioned premium of the ongoing **Policy** year,
 - c. Apportioned premium for the remaining unutilized years of the **Policy Period** to be refunded in full.

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) (Applicable to Group Policy):

a) Cancellation of Group Policy/Certificate of Insurance by Group /Master Policy Holder (where premium is borne by the Group /Master Policy Holder)

1. During the **Group Policy Period** of the **Master Policy**, the **Group /Master Policy** Holder may cancel the **Master Policy/Certificate of Insurance** at any time by giving at least 15 days written notice to the **Company** and also intimating the same to the **Insured Beneficiary**.
2. The **Certificate of Insurance** may be cancelled by the **Group /Master Policy** Holder as under:
 The **Certificate of Insurance** may be cancelled by the **Group /Master Policy** Holder in which case the **Company** will refund the premium to the **Group /Master Policy** Holder on a pro-rata basis by reference to the risk undertaken as provided in the respective **Certificates of Insurance** till effective date of such termination, subject however to a minimum retention of 25% of premium mentioned in the **Certificate of Insurance** or Rs.100 per **Certificate of Insurance** whichever is higher (unless otherwise specifically agreed and specified in **Group Policy Schedule**) in respect of those **Certificates of Insurance** on which no claim has been lodged.
3. No refund of premium shall be due on cancellation of **Certificate of Insurance** if a claim has been made by the **Insured Beneficiary**, whether such **Claim** was admitted or repudiated.

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4. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the effective date of cancellation of **Certificate of Insurance**.
5. **Certificate of Insurance** issued on a short term basis for a **Cover Period** less than one year cannot be cancelled.

b) Cancellation of Group Policy/ Certificate of Insurance by Group /Master Policy Holder (where premium is borne by the Insured Beneficiary)

1. The **Group Policy/Certificate of Insurance** may be cancelled on behalf of the **Insured Beneficiary** by the **Group /Master Policy Holder** by sending fifteen (15) day's notice to the **Insurer** by registered letter.
2. **Certificate of Insurance** issued on a short term basis for a **Cover Period** less than one year cannot be cancelled
3. The **Group Policy/Certificate of Insurance** may be cancelled by the **Group/Master Policy Holder** as under:
 The **Group Policy/ Certificate of Insurance** may be cancelled by the **Group/Master Policy Holder** in which case the **Company** will refund the premium to the **Master Policy Holder** or **Insured Beneficiary** (as per the terms of **Certificate of Insurance**) on a pro-rata basis by reference to the risk undertaken as provided in the respective **Certificates of Insurance** till effective date of such termination, subject however to a minimum retention of 25% of premium mentioned in the **Certificate of Insurance** or Rs.100 per **Certificate of Insurance** whichever is higher–(unless otherwise specifically agreed and specified in **Group Policy Schedule**), in respect of those **Certificates of Insurance** on which no claim has been lodged.
4. No refund of premium shall be due on cancellation of **Certificate of Insurance** if a claim has been made by the **Insured Beneficiary**, whether such **Claim** was admitted or repudiated.
5. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the effective date of cancellation of **Certificate of Insurance**.
6. **Certificate of Insurance** issued on a short term basis for a **Cover Period** less than one year cannot be cancelled.

c) Effect of cancellation of Group/Master Policy Holder by the Group Manager :

From the effective date of cancellation or termination of this **Group Policy/Certificate of Insurance** at the instance of **Group Manager**:

1. In respect of **Certificate of Insurance**, the **Company** shall remain obligated to indemnify the **Insured Beneficiary**, under & during the risk **Cover Period** of **Certificate of Insurance**, for **Claim(s)**, if any, as per Terms and Conditions of **Certificate of Insurance** read with this **Group Policy** where such **Claim** is made before or after the date of cancellation or termination of this **Group Policy/ Certificate of Insurance** subject to the condition that before the date of cancellation or termination the respective **Insured Beneficiary** [claimant] was enrolled under the **Group Policy** as per the provisions of this **Group Policy** and the **Claim**, if any, is made for the **Claim** arising during the risk **Cover Period** as specified in the **Certificate of Insurance**, subject however to all other Terms and Conditions;
2. The **Group/Master Policy Holder** would continue to be responsible for facilitating the claim for coverage provided prior to date of termination to the full extent of the risk **Cover Period** provided to the **Insured Beneficiary** under **Certificate of Insurance**.
3. The **Company** shall not be obligated to indemnify the **Insured Beneficiary** for the **Cover Period** for amounts where such right to payment accrued after the date of cancellation or termination of this **Group Policy** if the **Insured Beneficiary** was enrolled by the **Insured** after the date of termination of the **Group Policy**; and
4. Subject to all other terms and conditions, the **Company** shall continue to have an obligation to indemnify the **Insured Beneficiary** for amounts where such right to payment accrued before the date of cancellation or termination of this **Group Policy/ Certificate of Insurance**; and

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5. The **Company** and the **Insured** shall remain liable under the terms and conditions of this **Group Policy** to fulfil the obligations that have accrued at the date of cancellation or termination of this **Group Policy/Certificate of Insurance**;

(d) Validity of Certificate of Insurance issued to Insured Beneficiary under Group Policy

Subject to provision relating to cancellation, the coverage under the **Certificate of Insurance** will automatically terminate on the earliest of the following occurrence:

- a. The expiry date of **Cover Period** as mentioned in the **Certificate of Insurance**
- b. In case of loss/damage, any claim paid up to the **Sum Insured** as mentioned in the **Certificate of Insurance**
- c. The date that the **Insured Beneficiary** is no longer member of the **Group** of the **Group/Master Policy** Holder.
- d. The effective date of cancellation of **Certificate of Insurance** by the **Company** or **Group/Master Policy** Holder, as the case may be, in accordance with these terms and conditions of the **Group Policy**.

12. Transfer

Transferring/assigning of Interest in this **Policy/Group Policy** to any person is not allowed.

13. Dispute Resolution

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

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

Note :

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

14. Notices

- a. 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 **Policy/Group Policy**.
- b. Any and all notices and declarations for the attention of the **Insured** shall be posted to his/her address stated in the **Policy/Group Policy**.

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15. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy/Group Policy** shall be determined exclusively in accordance with Indian laws. The section headings of this **Policy/Group Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

16. Entire Contract

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

17. Renewal Notice

The **Company** shall not be bound to receive any renewal premium nor give notice that such renewal and renewal premium is due. If the **Company** agrees to renew the **Policy Period/Cover Period**, every renewal premium (which shall be paid and accepted in respect of the **Certificate of Insurance**) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the **Insured** that may result in enhancement of the risk of the **Company** under the **Policy/Group Policy**. No renewal receipt shall be valid unless it is on the printed form of the **Company** and signed by an authorized official of the **Company**. There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product in future at the time of renewal.

18. Resolving Issues

The **Company** do its best to ensure that its customers are delighted with the service they receive from the **Company**. If the **Insured** is dissatisfied the **Company** would like to inform the **Insured** that the **Company** has a procedure for resolving issues, as mentioned herein below. Please include **Your Policy/Group Policy** number in any communication. This will help the **Company** to deal with the issue more efficiently.

First Step

Initially, it is suggest that the **Insured** contact the Branch Manager / Regional Manager of the local office of the **Company** which has issued the **Policy/Group Policy**. The address and telephone number will be available in the **Policy Schedule/Certificate of Insurance** issued to the concerned **Insured**.

Second Step

Naturally, the **Company** hope the issue can be resolved to the satisfaction of **Insured** at the earlier stage itself. But if **Insured** feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
 Bajaj Allianz House, Airport Road, Yerawada, Pune 411 006
 E-mail: bagichelp@bajajallianz.co.in

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

OMBUDSMAN DETAILS	
Office Details	Jurisdiction of Office Union Territory, District)

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

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

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

Office Details	Jurisdiction of Office (Union Territory, District)
DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman,	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,

Office Details	Jurisdiction of Office (Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanishramnagar, Saharanpur.
PATNA - Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

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

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

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

E-mail: inscoun@cioins.co.in

Tel: 022 -69038800/69038812

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