

Bajaj Allianz General Insurance Company Limited

G.E. Plaza, Airport Road, Yerewada, Pune- 411006. Reg no 113.

Bajaj Allianz Janata Personal Accident Policy- Individual

Policy Wordings

PREAMBLE

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

A. DEFINITIONS

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

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Bodily Injury/ Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
3. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
4. **Disclosure to information norm:** The Policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
5. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
6. **Insured** means the person named in the Schedule
7. **Limit of Indemnity** represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and means the amount stated in the Schedule against each Cover.
8. **Medical Practitioner/ Physician/Doctor:**
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
9. **Nominee**
Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
10. **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
11. **Permanent Total Disability**
Medical practitioner certified total, continuous and permanent:
 - loss of the sight of both eyes
 - physical separation of or the loss of ability to use both hands or both feet
 - physical separation of or the loss of ability to use one hand and one foot
 - loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

12. **Policy** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
13. **Policy Period** means the period between the commencement date and the expiry date shown in the Schedule.
14. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
15. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
16. **Schedule** means the Schedule attached to and forming part of this Policy.
17. **Sum Assured** means the amount stated in the table of benefits in the policy schedule as the total sum insured or limited to the specific insurance details in any section of this policy. The Sum Insured shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section. The total sum insured is a sublimit of liability. It is a part of, and not in addition to the accumulation limit stated in the schedule, if any. It further reduces, and does not increase, the accumulation limit as stated in the schedule.
18. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule
19. **We, Our, Ours, Us** means the Bajaj Allianz General Insurance Company Limited.

B. SCOPE OF COVER

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

If the Insured person shall sustain any Bodily Injury resulting solely and directly from Accident caused by outward, violent and visible means, then the company shall pay to the Insured the sum or sums hereinafter set forth that is to say:

- a. **Death:** The Company will pay 100% of the Sum Assured stated in the policy schedule in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained
- b. **Permanent Total Disability:** In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 100% of the Sum Assured stated in the policy schedule
- c. **Total Irrecoverable loss of sight in one eye or loss of use of one hand or foot:** In the event of Accidental Bodily Injury causing the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, the Company will pay 50% of the Sum Insured stated in the policy schedule

It is also hereby further expressly agreed and declared that upon payment of claim under the benefit, the Total Sum Insured shall stand reduced by the amount paid under the said claim.

C. EXCLUSIONS

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

1. Accidental Bodily Injury that You meet with:
 - a) Through suicide, attempted suicide or self inflicted injury or illness.
 - b) While under the influence of liquor or drugs.
 - c) Arising or resulting from the insured person(s) committing any breach of law with criminal intent.
 - d) Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - e) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
 - f) As a result of any curative treatments or interventions that you carry out or have carried out on your body.
 - g) Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
2. Your consequential losses of any kind or your actual or alleged legal liability.
3. Any existing disability.
4. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.

5. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
6. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
7. Nuclear energy, radiation.

D. CONDITIONS

1. Conditions Precedent

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

2. Insured

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

3. Communication

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

4. Making a Claim

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

- i. Insured or someone claiming on Insured's behalf must inform us in writing immediately and in any event within 30 days.
- ii. Insured must immediately consult a Doctor/ Medical Practitioner and follow the advice and treatment that he recommends.
- iii. Insured must take reasonable steps to lessen the consequences of Insured's Bodily Injury.
- iv. At Company's cost, Insured must have himself/herself examined by Company's medical advisors, if the Company ask for this, and as often as the Company considers this to be necessary.
- v. Insured or someone claiming on Insured's behalf must promptly give Company the documentation and other information the Company ask for to investigate the claim or Company's obligation to make payment for it.
- vi. In event of Insured's death, someone claiming on Insured's behalf must inform the Company in writing immediately and send Us a copy of the post mortem report (if any) within 30 days.

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

List of Claim documents:

a.) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Photo identity proof
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Total Disablement / Total Irrecoverable loss of sight in one eye or loss of use of one hand or foot:

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from concerned government medical authority
- Attested copy of FIR
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Medical Reports/ Investigation reports and films supporting to disablement.
- Claim form with NEFT details & cancelled cheque duly signed by Insured Original Policy copy.

5. Paying a claim

- i. Insured agree that the Company need only make payment when Insured or someone claiming on Insured's behalf has provided the Company with necessary documentation and information.
- ii. The Company will make payment to Insured or Insured's Nominee. If there is no Nominee and Insured is incapacitated or deceased, The Company will pay Insured's heir, executor or validly appointed legal representative and any payment The Company makes in this way will be a complete and final discharge of The Company's liability to make payment.
- iii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, The Company shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment, The Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iv. If The Company for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to Insured in writing within 30 days of the receipt of documents. Insured may take recourse to the Grievance Redressal procedure stated in the document.

6. Long term Discount

Bajaj Allianz Janata Personal Accident Policy- Individual can be issued with a maximum policy period of 3 years and long term discount will be provided on the same based on table provided below.

LONG TERM DISCOUNT:

Term of the Policy (Years)	Discount (%)
1	Nil
2	5
3	10

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

The Insured has a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Cover. If the Insured has any objections to any of the terms and conditions, the Insured has the option of cancelling this cover stating the reasons for cancellation.

If the insured has not made any claim during the Free look period, the Insured shall be entitled to refund of premium subject to,

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

8. Renewal

- i. Under normal circumstances, renewal will not be refused except on the grounds of Your moral hazard, misrepresentation or fraud.

- ii. In case of Our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. However, any accident/ injury contracted during the break period will be not be admissible under the policy.

9. Cancellation

A. Cancelled by the Insured

This Policy may be cancelled by the Insured at any time by giving written notice to the Company. The Company will refund premium, provided there has been no Claim under this Policy.

i. Cancellation of Annual Policy

For Policies issued for 1 Year, the Company will refund premium according to the Company's short- period scale.

Policy Period	% of Annual Premium Retention
Up to 1 Month	25%
Up to 3 Months	50%
Up to 6 Months	75%
Exceeding 6 Months	100%

- ii. **Cancellation of long term policies:** For Policies issued for 2 Years/ 3 Years as the case may be, the following method shall be applied:

Premium for 2 Years or 3 Years as the case may be will be first worked out inclusive of Long term discount. The premium so arrived at will be apportioned year wise.

a. For Policies issued with a Term of 2 Years :

- If the request for cancellation is received in first year, the apportioned second year premium will be refunded in full and for first year the above mentioned annual short period scale will be applied on the apportioned first year premium.
- If the request for cancellation is received in the Second Year of the Policy, the apportioned first year premium will be retained in full by the company and the annual short period scale as mentioned above will be applicable for the apportioned second year premium

b. For Policies issued with a Term of 3 years:

- If the request for cancellation is received in first year, the apportioned second year and third year premium will be refunded in full and for first year the above mentioned annual short period scale will be applied on the apportioned first year premium.
- If the request for cancellation is received in the Second Year of the Policy, the first year premium will be retained in full by the company, the annual short period scale shall apply to the apportioned second year premium , and the full refund shall be made of the apportioned third year premium
- If the request for cancellation is received in the third Year of the Policy, the apportioned first year and second year premium will be retained in full and the above mentioned annual short period scale will be applied for the apportioned third year premium.

No refund of premium shall be due on cancellation if the insured has made a claim under the policy.

B. Cancelled by the Company

This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 15 days written notice to the address stated in the Schedule and the Company shall refund a pro-rata premium for the unexpired Policy Period.

Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

10. Portability Condition

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

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

11. Revision / Modification of the Policy

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

12. Withdrawal of Policy

There is a possibility of withdrawal of this policy at any time in future, with appropriate approval from IRDA, as We reserve Our right to so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this policy, at the time of Your seeking renewal of this policy, You can choose, among Our available similar and closely similar insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA.

13. Policy Changes

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

14. Sum Insured Enhancement:

The Insured member can apply for enhancement of Sum Insured at the time of renewal.

15. Territorial Limits

We cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but we will only make payment within India and in Indian Rupees.

16. Fraud

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

17. Arbitration

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

18. Applicable Law

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

19. Resolving Issues

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

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

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

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

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

Secretary General - Governing Body of Insurance Council

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

Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: inscoun@vsnl.net