

# **Bajaj Allianz General Insurance Company Limited**

## **GROUP PERSONAL ACCIDENT**

#### **POLICY WORDINGS**

UIN: IRDA/NL-HLT/BAGI/P-H/V.I/151/13-14

#### **Premable**

Our agreement to insure your employees/members herein after termed as "Insured Person(s)" named in the schedule hereto is based on your Proposal to us, which is the basis of this agreement, and your payment of premium. This Policy records the entire agreement between us and sets out what we insure, how we insure it, and what we expect from you.

# A. What we will pay for

Our liability to make payment for one or more of the events described at 1) to 4) below is limited to the Total Sum Assured of the Insured Person(s) for whom the claim has been preferred, except as we have agreed at 2)

You agree that we shall deduct from any amount we have to pay under 1) to 4) any amount we have already paid under any of 1) to 4), so that our total payments do not exceed the Total Sum Assured of the Insured Person(s) for whom the claim has been preferred. However, if we become liable to make payment under 1) or 2), then this insurance will cease as far as the Insured Person(s) for whom the claim has been preferred.

- **1. Death** (Available if the schedule shows you opted for it) We will pay the Nominee 100% of the sum assured shown under the schedule headings Basic, Wider and Comprehensive if during the Policy Period the Insured Person (s) meets with Accidental Bodily Injury that causes death within 12 months.
- 2. Permanent Total Disability (Available if the schedule shows you opted for it) We will pay the Insured (employer) /Insured Person 125% of the sum assured shown under the Schedule headings Wider and Comprehensive if the Insured Person(s) meets with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability within 12 months.
- **3. Permanent Partial Disability** (Available if the schedule shows you opted for it) If the Insured Person(s) meets with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months, we will pay the percentage shown

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in the table below applied to the sum assured shown under the Schedule headings Wider and Comprehensive of the Insured Person(s).

An arm at the shoulder joint	70%
An arm above the elbow joint	65 %
An arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
An index finger	10 %
Any other finger	5 %
A leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
Any other toe	2 %
An eye	50 %
Hearing of one ear	30 %
Hearing of both ears	75 %
Sense of smell	10 %
Sense of taste	5 %
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a. If the Permanent Partial Disability is not listed in the table, then we will pay a proportion of the sum assured shown under the schedule headings Wider and Comprehensive. You agree that the amount payable by us will be decided by our medical advisors according to the degree to which the normal functional physical capacity of the Insured Person(s) has been impaired permanently

b. If the Insured Person(s) was already suffering from Permanent Partial Disability before the date the Insured Person(s) met with Accidental Bodily Injury, then the amount we pay will be reduced by that extent. You agree that the reduction will be decided by our medical advisors according to the degree of Permanent Partial Disability from which the Insured Person(s) was already suffering.

- **4. Temporary Total Disability** (Available if the schedule shows you opted for it) If the Insured Person(s) suffers Accidental Bodily Injury during the Policy Period which completely prevents the Insured Person(s) from engaging in his/her occupation, then we will make a weekly payment of the lower of 1% of the sum assured shown under the schedule heading Comprehensive (of the Insured Person(s) and Rs 5,000/- per week) a. We will make the first payment when you satisfy us that Accidental Bodily Injury has completely prevented the Insured Person(s) from engaging in his/her occupation.
- b. We will stop making payments when we are satisfied that the Insured Person(s) can engage in his/her occupation again, or when we have made payments for a maximum period of 100 weeks from the date the Insured Person(s) met with the Accidental Bodily Injury, whichever is earlier.

#### 5. Additional Insurance

- a. Transportation (Available if the schedule shows you opted for it)

  If we have accepted a claim under 1) for death of the Insured Person(s), then we will pay towards the actual cost of transportation of the remains of the Insured Person(s) from the place of death to a hospital, Insured's home, cremation ground ,burial ground. The amount we will pay will be limited to the lower of Rs 5000/-and 2% of the sum assured shown under the schedule headings Basic, Wider and Comprehensive for the Insured Person(s).
- **b. Children's Education Benefit** (Available if the schedule shows you opted for it) If we have accepted a claim under either 1) or 2), then we will make a one time payment of Rs 5000/- each towards the cost of education of upto 2 of the dependent children of the Insured Person(s) who were under the age of 19 at the date the Insured Person(s) met with Accidental Bodily Injury.
- c. Hospital Confinement Allowance (Available if the schedule shows you opted for it) If we accepted a claim under 1) to 4), then we will pay Rs 1000/- for each complete calendar day that the Insured Person(s) had to be hospitalised for medical reasons because of the Accidental Bodily Injury he/she met with. However the amount we pay will be limited to Rs 30,000/- during the policy period even if there is more than one claim for the Insured Person(s)
- **d. Medical Expenses Reimbursement** (Available if the schedule shows you opted for it) If we have accepted a claim under 1) to 4), then we will reimburse the costs of necessary medical treatment the Insured Person(s) had to obtain from a Doctor because of the Accidental Bodily Injury the Insured Person(s) met with. However our payment will be limited to 40% of the value of the claim we accepted under 1) to 4) or 5, 00,000/-, whichever is lower.

## **B.** Definitions

The words and phrases listed have special meanings we have set below whenever they appear in this Policy in bold type and initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

**1. Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means

#### 2. Condition Precedent

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

## 3. Daily Allowance

Means the amount and period specified in the Schedule.

#### 4. Grace Period

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.

## 5. Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- --has qualified nursing staff under its employment round the clock;
- --has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- --has qualified medical practitioner(s) in charge round the clock;
- --has a fully equipped operation theatre of its own where surgical procedures are carried out:
- --maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

## 6. Hospitalisation

Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

## 7. illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b. chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefnitely—it comes back or is likely to come back.

# 8. Injury/Bodily injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

## 9. Inpatient Care

Inpatient care means treatment for which the insured person has to stay in a *hospital* for more than 24 hours for a covered event.

#### 10. intensive care unit

Intensive care unit means an identifed section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

## 11. Limit of indemnity

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 and subject to the limits specifed in Section A

#### 12. Medical Advise

Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

## 13. Medical expenses

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment

# 14. Medical Practitioner/ Physician:

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.

# 15. Medically necessary

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which - is required for the medical management of the illness or injury suffered by the insured;

- must not exceed the level of care necessary to provide safe, adequate and the appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

# 16. Named insured/ insured:

Insured means the persons, or his Family members, named in the Schedule.

# 17. 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.

## 18. Notification of Claim

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.

**19. Occupation** – Your occupation as shown in the schedule.

## 20. OPD treatment

OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

**21. Policy Period** – The period between and including the start and end dates shown in the schedule.

# 22. Portability

Portability means transfer by an individual personal accident 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.

# 23. Proposal

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance.

# 24. Permanent Total Disability

Disability Certificate from Civil Surgeon of Government Hospital stating the 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

## 25. Permanent Partial Disability

Disability Certificate from Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability

**26. Policy** – This Policy Document, the Schedule and Proposal

#### 27. Qualified Nurse

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

## 28. Room rent

Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

# 29. Reasonable and customary Charges

Reasonable and customary charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved

## 30. Renewal

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.

- **31. Schedule** The Schedule and any Annexure or Endorsement to it which sets out your personal details, the type of insurance cover in force and the sum assured.
- **32.** You, Your Family member(s), Your Yourself: The person or persons we insure as set out in the Schedule.
- 33. We, Our, Ours, Us The Bajaj Allianz General Insurance Company Limited

# C. What we will not pay for

We will not pay for any event that arises because of, is caused by, or can in anyway be linked to any of the following.

- 1. Accidental Bodily Injury that the Insured Person(s) 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 traveling in any duly licenses standard type of 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 trail runs.
- f. As a result of any curative treatments or interventions that the Insured Person(s) carry out or have carried out on his/her body.
- g. Arising out of the participation of the Insured Person(s) 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. The Insured Person(s) 'consequential losses of any kind or their actual or alleged legal liability.
- 3. Venereal or Sexually transmitted diseases
- 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.

## C. Conditions

## 1. Conditions Precedent

Where this Policy requires Insured / Insured Person(s) to do or not to do something, then the complete satisfaction of that requirement by you /insured employee /member or someone claiming on your behalf is a precedent to any obligation we have under this Policy. If Insured Person(s) or someone claiming on behalf fails to completely satisfy that requirement, then we may refuse to consider the 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. Communications

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 you meet with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a. You or someone claiming on behalf must inform us in writing immediately and in any event within 30 days.
- b. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. You must take reasonable steps to lessen the consequence of Bodily injury.
- d. You must have yourself examined by our medical advisors if we ask for this.
- e. You or some one claiming on behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f. In case of your death, someone claiming on your behalf must inform us in writing immediately and send us a copy of the post mortem (if Performed) report within 30 days.
- \*Note: Waiver of conditions (a) and (f) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which You were placed, it was not possible for You or any other person to give notice or file claim within the prescribed time limit.

## Claim documents to be submitted for Personal Accident

# a) Death Cover

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

## b) Permanent Partial /Total Disablement cover:

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability
- Attested copy of FIR.
- All X-Ray / Investigation reports and films supporting to disablement.
- Claim form with NEFT details

## c) Temporary Total Disablement:

- Duly Completed Personal Accident Claim Form signed by insured.
- Medical fitness certificate from treating doctor mentioning the type of disability and period of rest with date of fitness.
- Leave certificate from the employer for disablement period
- Attested copy of FIR

- All X-Ray reports and films
- All medical bills (for medical expenses claim).

# d) Children's education bonus

 Bonafide certificate from school / college or certificate from the educational institution

# e) Hospital confinement Allowance

- Duly Completed Claim Form duly signed by the insured with NEFT details
- Copy of Discharge Summary / Discharge Certificate.
- Copy of Final Hospital Bill

## f) Claim documents to be submitted for hospitalisation claim

- First Consultation letter from the Doctor
- Duly completed claim form and NEFT Form signed by the Claimant
- Original Hospital Discharge Card
- Original Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Original Money Receipt, duly signed with a Revenue Stamp
- All original Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- Other documents as may be required by Bajai Allianz to process the claim

# 5. Paying a claim

- I. You agree that We need only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.
- II. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to you. Upon acceptance of an offer of settlement by you, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by you. In the cases of delay in the payment, we 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.

III. If we, for any reasons decide to reject the claim under the policy, the reasons regarding the rejection shall be communicated to you in writing within 30 days of the receipt of complete set of documents. You may take recourse to the Grievance Redressal procedure stated under **condition no 17.** 

## 6. Change of Occupation

- a. If you change occupation then you must tell us in writing within 30 days of the change. If you do not do this, then this insurance will cease as far as you are concerned from the date that you changed your occupation.
- b. If you meet with Accidental Bodily Injury before you have told us of a change in occupation and your new occupation would have attracted a higher premium, then the payment we make will be limited to the amount of insurance that the premium you have actually paid would have brought for your new occupation

## 7. Renewal and Cancellation

- a) Under normal circumstances, lifetime renewal benefit is available under the policy except on the grounds of fraud, misrepresentation or moral hazard.
- b) In case of our own renewal a grace period of 30 days is permissible and the Policy will be considered as continuous. Any medical expenses incurred as a result of Accident contracted during the break period will not be admissible under the policy.
- c) For age 66 years and above, renewal Sum insured would be restricted to lower of Rs10 lacs (under Basicand or Wider) or expiring policy sum insured under Basic and / or Wider sections.
- d) However renewals can be considered with higher sum insured subject to Submission of requisite documentation to ascertain commensuration of income.
- e) Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
- f) We can cancel this Policy by sending you 15 days written notice, and if we exercise this right then the premium will be refunded pro-rata.
- g) You can cancel this policy by giving us 15 days notice, and if you exercise this right then the premium will be refunded after retaining premium according to our short rate scales as mentioned below.

Period on Risk	% of Annual Premium Refunded
1 month	75%
3 months	50%
6 months	25%
12 months	Nil

However, if any claim is made then no refund will be given when you cancel

- h) No person other than those persons named as the Insured Person(s) or those categories of the Insured specified in the Schedule shall be covered under this Policy unless and until his/her name or the category has been notified in writing to the Company, any additional premium due has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an Insured
- i) Cover under this Policy shall be withdrawn from any Insured Person(s) named or any category of persons Insured immediately upon the Named Insured delivering written notice of the same to the Company.
- j) Adjustment of Premium in case of Un-named Policies (Category of Persons Insured) You acknowledge that the premium payable hereon has been determined by reference your estimate of the number of persons within a category of Insured Person(s) as stated in the Schedule. You agree that during the Policy Period you shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the Company at any reasonable time.
- k) Within one month from the expiry of this Policy, the Insured shall provide the Company with a written record of the actual amount of actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the actual number of persons within such category ascertained after the expiry of this Policy

## 8. Endorsements

This Policy constitutes the complete contract of insurance. This Policy cannot be changed by anyone (including an insurance agent or broker) except Us. Any change

that We make will be evidenced by a written endorsement signed and stamped by Us.

## 9. 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.

# 10. Revision/ Modification of the policy:

There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from 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

## 11. Withdrawal of Policy

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

Provided however, if **You** do not respond to **Our** intimation regarding the withdrawal of the product under which this Policy is issued, then this Policy shall be withdrawn and shall not be available to **You** for renewal on the renewal date and accordingly upon **Your** seeking renewal of this Policy, **You** shall have to take a Policy under available new products of **Us** subject to **Your** paying the Premium as per **Our** Underwriting Policy for such available new product chosen by **You** and also subject to Portability condition.

#### 12. Territorial Limits

i. 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.

ii. For Medical Expenses Section & Hospital Confinement Allowance, we will make Payment for expenses incurred in India & in Indian rupees

#### 13. Fraud

If Insured/Insured Person(s) 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.

## 14. Portability Conditions

i) Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to insured persons who were insured under *Our* Group Accident Policy and are availing *Our* Retail Personal Accident Policy. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Accident Policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular insured person leaving the group on account of resignation/ retirement (applicable for employer-employee relationship with the Group Administrator (applicable for non-employer-employee relationships).

#### 15. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and 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

- 1. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
- 2. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained
- 3. 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.

## 16. 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.

## 17. Grievance Redressal Procedure:

Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

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.

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. 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:

Bajaj Allianz General Insurance Co. Ltd GE Plaza, Airport Road Yerawada, Pune 411006

E-mail: <u>customercare@bajajallianz.co.in</u>

## Call:

1800-225858 (free calls from BSNL/MTNL lines only)
1800-1025858 (free calls from Bharti users – mobile /landline ) or
020-30305858

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	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Ashram Road,	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	Shri B. P. Parija	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	Shri Manik Sonawane	Sector 17-D,	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	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	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
КОСНІ	Shri R. Jyothindranathan	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

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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