

**LOAN CARE: POLICY DOCUMENT****Preamble**

Our agreement to insure You is based on Your Proposal to Us, which is the basis of this agreement, and Your payment of the premium. This Policy records the entire agreement between us and sets out what We insure, how We insure it, and what We expect of You.

**SECTION 1: PERSONAL ACCIDENT COVER**

In the event of any Accidental Bodily Injury sustained by You during the Policy Period, We will make payment under such Coverage Parts as are specified in the Schedule as being operative. Our liability to make payment shall be limited to the Sum Insured for each Coverage Part.

**COVERAGE PARTS****1. Coverage Part A: Death**

We will pay Your Nominee 100% of the Sum Insured shown under the Schedule if during the Policy Period You meet with an Accidental Bodily Injury that causes Your death within 12 months, whereafter this insurance will cease as far as You are concerned.

**2. Coverage Part B: Permanent Total Disability**

We will pay You 125% of the Sum Insured shown under the Schedule if You meet with an Accidental Bodily Injury during the Policy Period that causes Your Permanent Total Disability within 12 months, whereafter this insurance will cease as far as You are concerned.

If You were suffering from any permanent disability of any nature prior to the date upon which the Accidental Bodily Injury was sustained, then the amount We pay will be reduced by that extent of the same. You agree that the reduction will be decided by the concerned Government Medical Authority, according to the degree of disability from which You were already suffering.

**ADDITIONAL INSURANCE****a. Transportation**

If We have accepted a claim under 1) for Your death, then We will pay towards the actual cost of transporting Your remains from the place of death to a hospital, cremation ground, burial ground or Your house. The amount We pay will be limited to the lower of ₹5,000/- and 2% of the Sum Insured shown under the Schedule.

**b. Children's Education Benefit**

If We have accepted a claim under either 1) Death or 2) Permanent Total Disability, then We will make a one time payment of ₹5,000/- each towards the cost of education of upto 2 of Your dependent children who were under the age of 19 at the date You met with the Accidental Bodily Injury.

**c. Daily Allowance Cover**

If We have accepted a claim under 1) Death to 2) Permanent Total Disability, then We will pay ₹1,000/- for each complete calendar day that You had to be hospitalised for medical reasons because of the Accidental Bodily Injury You met with. However, the amount We pay will be limited to ₹30,000/- during the Policy Period even if there is more than one claim.

**SPECIFIC EXCLUSION APPLICABLE TO SECTION 1: PERSONAL ACCIDENT**

We will not pay for any event that arises because of, is caused by, or can in any way be linked 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 You 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 injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition.
4. Venereal or sexually transmitted diseases.
5. 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.
6. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
7. 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 detention, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
8. Nuclear energy, radiation.

## SPECIFIC CONDITIONS APPLICABLE TO SECTION 1

### 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 behalf is a precondition to any obligation We have under this Policy. If You or someone claiming on behalf fails to completely satisfy that requirement, then We may refuse to consider Your claim.

### 2. 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/ Medical Practitioner and follow the advice and treatment that he recommends.
- c. You must take reasonable steps to lessen the consequence of Your Bodily Injury.
- d. At Our expense, You must have Yourself examined by Our medical advisors if We ask for this, and as often as We consider this to be necessary.
- 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. An indicative list of the various documents required at the time of a claim is shown below:
  - i. Personal Accident Cover: Death Claims
    - Duly completed claim form signed by the Claimant
    - Attested copy of Death Certificate
    - Attested copy of Post Mortem Report, if performed
    - Attested copy of FIR / Final Police report.
    - Attested copy of Viscera/ Chemical Analysis Report (If Viscera is preserved)
    - Diatoms report from forensic lab in case of death on account of drowning (if sample preserved)
    - Attested copy of statement of witness (if any)
    - Burial certificate (wherever applicable)
    - Your/ Claimant's photo-identity proof
    - Your/ Claimant's address proof
    - Policy Copy
    - NEFT details & cancelled cheque
  - ii. Personal Accident Cover: PTD Claims
    - Duly completed claim form signed by the Claimant
    - Attested Permanent Disability Certificate from the Government Medical Authority confirming the extent and nature of disability.
    - Attested copy of FIR / Panchanama / Inquest Panchanama
    - Photograph of the claimant before and after injury supporting to disablement
    - Copy of discharge summary towards hospitalization immediately after injury
    - X-ray Films/ Investigation reports supporting the diagnosis
    - Policy Copy
    - NEFT details & cancelled cheque
  - iii. Children's Education Benefit
    - Bonafide Certificate duly signed by the educational institution where Insured's dependent children are studying;
  - iv. Daily Allowance Cover
    - Copy of discharge summary/ Discharge Certificate
    - Copy of final hospital bill
- f. If You die, someone claiming on behalf must inform Us in writing immediately and send a copy of the post-mortem report (if performed) 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

### 3. Paying a Claim

- a. You agree that We need only make payment when You or someone claiming on behalf has provided a claim to Our satisfaction.
- b. We will make payment to You and/or the Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay to Your legal heir, executor or validly appointed legal representative as per succession certificate and any payment We will make in this way will be a complete and final discharge of Our liability to make payment.
- c. 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 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 insurer 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.
- d. If We, for any reasons decides 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 documents. You may take recourse to the Grievance Redressal procedure stated in this document.

### 4. Change of Occupation

If You change Occupation and there is a change in the nature of job, 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.

### 5. 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 Personal Accident 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 Personal Accident of Bajaj Allianz. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group 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).

### 6. Withdrawal of Cover

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

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

## SECTION 2: EMI PAYMENT COVER

In the event of You becoming unemployed during the Policy Period due to termination of Your service by Your employer for any reason whatsoever other than a cause specifically excluded, the Policy will pay an amount commensurating with Your contribution in three (3) EMI of Your loan account specified in the Schedule or lesser if You get re-employed earlier.

## SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

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

1. Your unemployment if it occurred before the commencement of the Policy Period.
2. Your unemployment if You knew it to be impending at commencement of the Policy Period.
3. An insurable event which commences within 90 days of commencement of the Policy Period.
4. Your unemployment if it follows a period of casual, temporary or occasional work.
5. Your unemployment if it occurs due to a normal or seasonal occurrence which is a regular feature of the employment.
6. Your unemployment if it arises as a result of termination of service as a result of the non-renewal of the contract of employment between You and Your employer on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

7. Your unemployment if it arises as a result of termination of service on the grounds of a Pre-Existing Ailment or Disease.
8. Your unemployment if it arises as a result of Your voluntary retirement.
9. Your unemployment if it arises as a result of You reaching Your retirement age, as per the provisions of the contract of employment between You and Your employer.
10. Your unemployment if it arises as a result of termination of service due to:
  - a. Your misconduct
  - b. Criminal or fraudulent acts in which You were involved
  - c. You breaking a condition of the contract of employment
  - d. An industrial action in which You were involved
11. Your unemployment if You refuse any offer of reasonable alternative employment by Your employer.
12. Your unemployment if it arises as a result of You being on family leave or sick leave due to childbirth or pregnancy.
13. Your unemployment if it arises as a result of intentional self-inflicted injuries.
14. Your unemployment if it arises as a result of intake of alcohol or drugs.
15. Your unemployment if it arises directly or indirectly from war, revolution, riot or any similar event.
16. Your unemployment if it arises directly or indirectly from radioactive contamination from ionising radiation or contamination from any nuclear fuel, or from any nuclear waste.
17. Your unemployment if it arises directly or indirectly from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
18. Your unemployment if it arises as a result of the place of employment or part thereof being temporary closed down for a period not exceeding ninety (90) days due to layoff, lockout, strike or any other reason.
19. We will not cover any period of unemployment if You are self-employed.
20. Your consequential losses of any kind or Your actual or alleged legal liability.

## SPECIFIC CONDITIONS APPLICABLE TO SECTION 2

1. **Your insurance will end automatically as soon as one of the following occurs:**
  - a. The date You reach Your retirement age, as per the provisions of the contract of employment between You and Your employer
  - b. Your death
2. **An indicative list of the various documents required at the time of a claim is shown below:**
  - a. Duly completed claim form signed by the Claimant
  - b. Copy of Your Letter of Appointment by Your employer
  - c. A letter from Your employer stating the reasons for termination of the contract of Your employment
  - d. Previous three month's pay slips
  - e. Other documents as may be required by Us to process the claim

## DEFINITIONS APPLICABLE TO ALL SECTIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy in bold type and Initial Capitals, 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. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
3. **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - a. **Internal Congenital Anomaly**- Congenital anomaly which is not in the visible and accessible parts of the body
  - b. **External Congenital Anomaly**- Congenital anomaly which is in the visible and accessible parts of the body
4. **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.  
This clause shall not apply to any Benefit offered on fixed benefit basis.
5. **Daily Allowance** means the amount and period specified in the Schedule.
6. **Day Care Treatment** refers to medical treatment, and/or surgical procedure which is:
  - i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
  - ii. which would have otherwise required a hospitalization of more than 24 hours.
 Treatment normally taken on an out-patient basis is not included in the scope of this definition.
7. **Dependent Child** refers to a child (natural or legally adopted) up to the age of 19 years and studying at an accredited educational institution, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.

8. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
9. **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.
10. **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 Establishment (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.
11. **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.
12. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
  - a. Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
  - b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:— it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms—it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
13. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
14. **Injury/ Bodily 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.
15. **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 specified in policy schedule.
16. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription
17. **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.
18. **Medical Practitioner/ Physician/ Doctor** 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.
19. **Medically necessary** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - is required for the medical management of the illness or injury suffered by the insured;
  - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - must have been prescribed by a medical practitioner,
  - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
20. **Named Insured/ Insured** means the person, named in the Schedule provided that an Insured Person has attained the age of 18 years and is not older than 65 years of age at the commencement of the Policy Period.
21. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured.
22. **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.
23. **Occupation** means Insured's occupation as mentioned in the Proposal and Schedule.
24. **Permanent Total Disability** means a Certificate from Civil Surgeon of Government Hospital stating total, continuous and permanent:
  - a. loss of sight of both eyes;
  - b. physical separation of or loss of ability to use both hands or both feet;
  - c. physical separation of or loss of ability to use one hand and one foot;
  - d. loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
25. **Permanent Partial Disability** means 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** 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.
27. **Policy Period** means the period commencing from policy start date and hour as specified in the Schedule and terminating at midnight on the policy end date as specified in of the Schedule to this Policy.
28. **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.
29. **Pre-Existing Disease** means any condition, ailment or injury or related condition(s) for which the Insured had signs or symptoms, and/ or were diagnosed, and/or received medical advice/treatment, within 48 months to prior to the first policy issued by the insurer.
30. **Proposal** means the proposal form and other information and documentation supplied to Us in considering whether and on what terms to offer this insurance.
31. **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.
32. **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.
33. **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.
34. **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy
35. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
36. **Sum Insured** means the amount stated in the Schedule, which is the maximum amount We will pay for claims made by You irrespective of the number of claims You make or the number of years the Policy has been in force.
37. **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven
38. **You, Your, Yourself** means the person or persons that We insure as set out in the Schedule.
39. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

### 1. Due Observance

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

### 2. Reasonable Care

You shall take all reasonable steps to prevent a claim from arising under this Policy.

### 3. Contribution

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

However, this condition will not be applicable to Section 1 of this Policy.

### 4. Subrogation

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

However, this condition will not be applicable to Section 1 of this Policy.

### 5. Fraud

If You or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited and if paid shall be recoverable from You.

### 6. Free Look Period

You have a period of 15 days from the date of receipt of the first policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation.

If you have not made any claim during the Free look period, you shall be entitled to refund of premium subject to,

- a deduction of the expenses incurred by Us on Your 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.

Free look period is not applicable for renewal policies.

#### **7. Sum Insured Enhancement:**

The Insured member can apply for enhancement of Sum Insured at the time of renewal. You can apply for enhancement of Sum Insured by submitting a fresh proposal form to the company. Sum Insured enhancement will be allowed only in case of additional loan is sanctioned, subject to underwriting guidelines of the Company.

#### **8. Renewal and Cancellation**

- Under normal circumstances, renewal will not be refused except on the grounds of Your moral hazard, misrepresentation, fraud or your non co operation.
- Renewal Condition applicable for Section 1: Personal Accident Cover: In case of Our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. Any accident/ injury contracted during the break period will be not be admissible under the policy. For renewals received after completion of 30 days grace period, a fresh application should be submitted to Us, it would be processed as per a new business proposal.
- Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
- Renewal Condition applicable for Section 2: EMI Payment cover will be renewed only upto the date You reach Your retirement age, as per the provisions of the contract of employment between You and Your employer
- We may cancel this Policy at any time by giving at least 15 days written notice to You, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period. Under normal circumstances, the Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Your non-cooperation.
- This Policy may be cancelled by You at any time by giving at least 15 days written notice to Us. We will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if a claim has been under this Policy.

#### **9. 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.

#### **10. Migration of policy:**

The insured can opt for migration of policy to Our other similar or closely similar products at the time of renewal.

The premium will be charged as per Our Underwriting Policy for such chosen new product, and all the guidelines, terms and condition of the chosen product shall be applicable.

Suitable credit of continuity/waiting periods for all the previous policy years would be extended in the new policy, provided the policy has been maintained without a break

#### **11. Dispute Resolution**

- If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 three arbitrators, comprising of two arbitrators, one to be 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.
- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if We have disputed or not accepted liability under or in respect of this Policy.
- 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- The applicable law in and of the arbitration shall be Indian law.
- It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.
- It is also hereby further expressly agreed and declared that if We shall disclaim liability to You for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in

a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 12. Notices

- Any and all notices and declarations for Our attention shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- Any and all notices and declarations for Your attention shall be posted to Your address stated in the Schedule.

## 13. Governing Law

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

## 14. Entire Contract

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

## 15. Territorial Limits

This Policy covers insured events arising during the Policy Period within India, save in respect of Section 1 wherein Accidental Bodily Injuries sustained during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. Our liability to make any payment shall be to make payment within India and in Indian Rupees only.

## 16. Grievance Redressal Procedure

Welcome to Bajaj Allianz and thank you for choosing us as your insurer.

Please read your policy and schedule. 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.

### 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 411006**

**E-mail: [customercare@bajajallianz.co.in](mailto: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	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	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 <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	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	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	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
KOCHI	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
KOLKATA	Ms. Manika Datta	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	Shri G. B. Pande	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