

Reliance Auto Loan Care Insurance Policy

Preamble

WHEREAS the Insured described in the Schedule hereto (hereinafter called the “Insured”) by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the “Company”) for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy:

Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to compensate / indemnify the Insured to the extent and in the manner specified herein, against any loss incurred due to operation of any of the insured perils during the Policy period.

Definitions

“**Accident**” means a sudden, unforeseen event resulting in death or permanent total disability to the Insured by external, violent and visible means.

“**Critical illnesses**” mean any disease /illness limited to the following:

- a. Aorta Graft Surgery
- b. Cancer,
- c. Coronary Artery Bypass Surgery,
- d. End Stage Liver Disease,
- e. End Stage Lung Disease
- f. End Stage Renal Failure,
- g. First Myocardial Infarction,
- h. Heart Valve Replacement Surgery,
- i. Major Organ Transplant,
- j. Multiple Sclerosis,

- k. Paralysis,
- l. Stroke.

“**Auto Loan EMI**” means the equated monthly instalment payable by the Insured to the financial institution for the auto loan.

“**Injury**” means accidental physical injury caused during the Policy period.

“**Insurable event**” means an event, loss or damage for which the Insured is entitled to benefit/s under this Policy

“**Insured**” means the individual in whose name the Policy is issued and who permanently lives in India and for whom the insurance is proposed and appropriate premium paid.

“**Outstanding Auto loan**” means the amount outstanding on any given day to a financial institution of the principal auto loan and interest thereon payable by the Insured.

“**Permanent Total Disability**” shall mean accidental injury which shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,
- use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

It shall also include accidental injury which shall, as a direct consequence thereof, immediately and permanently disable the Insured from engaging in any employment or occupation of any description whatsoever.

“**Schedule**” means Schedule attached to and forming part of this Policy.

“**Sum Insured**” means the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as applicable under this Policy.

“**Standard type of aircraft**” means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately

owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

Scope of Coverage

Section A - Death / Permanent Total Disability arising out of accident

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy, against default in payment of his / her auto loan EMIs on account of bodily injury, solely and directly, caused by accidental, violent, external and visible means resulting in death or permanent total disablement, as the case may be, of the Insured within 12 (twelve) calendar months of occurrence of such injury.

Additionally, this Section also provides for reimbursement, in the event of the death of the Insured due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her home, of the expenses incurred for transportation of Insured's dead body to his/her place of residence subject to a maximum of Rs 2,500/-.

2. Basis of settlement

Subject to the Sum Insured specified in the Schedule to this Policy, coverage under this Section shall be as follows:

Nature of Disablement	% of Sum Insured
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot	100%

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3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
ii) Use of a hand or a foot without physical separation	50%
For the purpose of items 2 and 3 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively	
4. Permanent total and absolute disablement disabling the Insured from engaging in any employment or occupation of any description whatsoever	100%

- The disablement / death must occur within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement

The Sum Insured under this Section is limited to the auto loan amount availed of by the Insured on the date of the claim. plus interest to accrue thereon. Where the Policy is taken after payment of one or more EMIs of the auto loan, the Sum Insured shall be limited to the principal auto loan outstanding as on the date of taking the Policy plus interest to accrue thereon. Pre-closure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

In the event the outstanding auto loan amount of the Insured, inclusive of interest, if any, as on the date of diagnosis is less than the Sum Insured, the outstanding auto loan amount inclusive of interest, if any, as on date of diagnosis will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives, as the case may be.

3. What is not covered

The Company shall not be liable under this Section for:

1. Any pre-existing disability / accidental injury.
2. Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.

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3. Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
4. Any other claim after a claim for death due to accidental injury has been admitted by the Company and becomes payable.
5. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the available sum payable.
6. Death or permanent disability resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
7. Any claim in respect of accidental death or permanent disablement of the Insured
 - i. from intentional self-injury, suicide or attempted suicide
 - ii. whilst under the influence of liquor or drugs or other intoxicants
 - iii. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - iv. directly or indirectly, caused by venereal disease, AIDS or insanity
 - v. arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
 - vi. whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
8. Any consequential loss or damage cost or expense of whatsoever nature.
9. Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all Kings, Princes and people of whatsoever nation, condition or quality.
10. Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
 - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - ii. nuclear weapons material.
11. Insured whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
12. Insured whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.

4. Special Condition

In the event of permanent disablement, the Insured will be under obligation to:

- a. Have himself/herself examined by the Panel Doctors appointed by the Company and the Company will pay the costs involved thereof.
- b. Authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured.

If the above obligation is not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit

Section B – Critical Illnesses

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy, against default in payment of his / her auto loan EMIs on being diagnosed as contracting any of the critical illnesses as defined hereinabove and surviving for more than 30 days post such diagnosis, at any time during the Policy period.

The Sum Insured under this Section is limited to the auto loan amount availed of by the Insured plus interest to accrue thereon. Where the Policy is taken after payment of one or more EMIs of the auto loan, the Sum Insured shall be limited to the principal auto loan outstanding as on the date of taking the Policy plus interest to accrue thereon. Pre-closure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

In the event the outstanding auto loan amount of the Insured, inclusive of interest, if any, as on the date of diagnosis is less than the Sum Insured, the outstanding auto loan amount inclusive of interest, if any, as on date of diagnosis will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives, as the case may be.

2. What is not covered

The Company will not be liable under this Section for any claim, directly or indirectly, caused by, based on, arising out of or however attributable to any of the following:

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1. All diseases/injuries which are pre-existing when this insurance cover incepts for the first time whether or not the Insured had knowledge of symptoms of having contracted any of the critical illnesses at any time before commencement of the Policy.
2. Any critical illness contracted by the Insured at the time of inception of the Policy or within first three months of inception of this Policy.
3. Diagnosis of any critical illnesses not evidenced by a certificate issued by the attending Doctor.
4. Death of the Insured before 30 days of diagnosis of the critical illness.
5. Medical Certification of contracting of critical illness by a family member or from persons not registered as Medical Practitioners under recognized medical councils.
6. Any critical illness contracted by the Insured in performance of duties as serving member of a military or a police force.
7. Any critical illness contracted due to alcohol or drug abuse.
8. Any critical illness contracted due to Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. Any critical illness, directly or indirectly, caused by or contributed to by nuclear weapons/materials or radioactive contamination.
10. Any critical illness, directly or indirectly, caused by or arising out of any criminal act of the Insured.
11. Any critical illness directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
13. Any critical illness, directly or indirectly, arising whilst the Insured being engaged in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.

14. Any critical illness, directly or indirectly, arising whilst the Insured is flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company

Section C – Loss of employment

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy against default in payment of his / her auto loan EMIs due to loss of employment on account of:

- a. Termination of the Insured from employment on account of closure of the firm / body corporate / establishment wherein the Insured is employed, due to poor financial health or any merger/acquisition of the firm / body corporate / establishment leading to the termination, dismissal or retrenchment of the Insured.
- b. Termination or dismissal, lay off, temporary suspension or retrenchment of the Insured from the employment imposed on him/her by the firm / body corporate / establishment in compliance with any law relating to this employment for the time being in force or any directives by any Public Authority.
- c. Any retirement scheme of compulsory nature if the firm / body corporate / establishment is closing down one division and a minimum of 20 employees are availing the retirement scheme.

The Sum Insured under this Section is limited to 6 auto loan EMIs or the outstanding auto loan amount, whichever is lower, at the time of claim.

2. What is not covered:

The Company shall not be liable under this Section for:

1. In the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is being attributed to any dishonesty or fraud on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force.
2. In connection with or in respect of:
 - a. Self employed persons

- b. Any claim relating to unemployment in respect of a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer.
- c. Unemployment at the time of inception of the period of insurance or arising within first three months of inception of the period of Insurance.
3. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which does not commence during the period of insurance.
4. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is less than a period of thirty (30) days at a stretch.
5. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is attributed to poor performance of the Insured.
6. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured where insured was aware of the circumstance leading to such termination, dismissal, temporary suspension or retrenchment beforehand at the time proposing for this insurance.
7. Unemployment of the Insured that is purely voluntary.
8. Resignation, Superannuation, early retirement of the Insured.

3. Special Condition

Eligibility for claim under this Section:

- The Insured shall be out of his current job on account of the reasons mentioned herein above and shall be out of any job at least for thirty days consecutively from the time of losing his / her current job.
- The benefit under this Section will stop once he / she gets another job.

Section D – Child Care Allowance

What is covered

This Section provides for payment of allowance to the dependant child(ren) of the Insured up to the limits of the Sum Insured as specified in the Schedule to this Policy, in the event of death or permanent total disablement of the Insured, due to accidental injury for which there is a valid claim under Section A of this Policy.

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The allowance will be payable to the dependant children of the Insured (limited to a maximum of two children below the age of 21 years) towards their educational expenses, provided that the children are pursuing their education at the time of claim under this Section.

The Sum Insured is subject to a limit of 2% of the outstanding auto loan at the commencement of this Policy.

All the exclusions applicable to Section A of this Policy above, shall apply to this Section also.

General Exclusions

Any default due to any event not provided under Sections A to C and E above shall be specifically excluded from the cover granted by this Policy.

General Conditions

1. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured or any one acting on his/her behalf to obtain a benefit under this Policy.

2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to a claim.

4. Material change

The Insured shall immediately notify the Company in writing of any material change in the risk at his/her own expense and cause such additional precautions to be taken as

circumstances may require and the Company may adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

6. No Constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his/her nominees or his/her legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

10. Duties of the Insured on occurrence of loss

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On the occurrence of any loss, within the scope of this Policy the Insured shall:

- a) Forthwith file/submit a Claim Form together with the auto loan particulars
- b) Allow the Medical Practitioner or TPA appointed by the Company to inspect the medical records and to examine the Insured.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

If the Insured does not comply with the provisions of this Condition, all benefits under this Policy shall be forfeited, at the option of the Company.

If the Insured shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured shall die, notice of death shall be given by the nominees / legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or nominee or legal representatives, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

In case of Personal Accident Death claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Death Certificate from the Municipal Authorities
- c. Post Mortem Report

In case of Personal Accident Permanent Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records

In case of Critical Illness

- a. Medical Examination records

- b. Report from the Physician about the onset / contracting of critical illness

In case of Loss of Employment

- a. The letter of the employer terminating, dismissing or suspending the Insured from the present job
- b. Proof towards not having any employment

In case of Gap Insurance

- a. FIR from police authorities
- b. Details of the total loss settlement by the Insurer for the vehicle

The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

11. Position after a claim

The benefit of claim under Section A and B together is applicable only once during the Policy Period. Accordingly if the Insured / legal representatives report a claim under either Section A or B and the same is acknowledged by the Company, then the Policy becomes in-operative for both these Sections and no further claim can be reported under the Sections A or B of the Policy.

At all times during the period of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid and irrespective

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of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

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

12. Contribution

If there shall be existing any other insurance of any nature whatsoever covering the same Insured whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This provision, however, shall not be applicable to benefits under Sections A & B of the Policy.

13. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

14. Feature of Claims

If a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

15. Cancellation/ Termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / her last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

Table of Short Period Scales

Period of Risk (Not exceeding)	Premium to be retained (%of the Premium amount)	
	Policy Tenure – 5 years	Policy Tenure – 7 years
1 year	30%	20%
2 years	50%	40%
3 years	75%	60%
4 years	100%	75%
5 years		90%
6 years		100%

16. Cause of Action / Currency for Payment

No claim shall be payable under this Policy unless the cause of action arises in India. All claims shall be payable in India and in Indian Rupees only.

17. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

18. Arbitration clause

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 thereto 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 the Company has 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.

19. Renewal Notice

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The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancing the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

20. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to –

- In case of the Insured, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office / nearest office of the Company.

21. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the Policy issuing office of the Company.

22. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified addresses, during normal business hours.