

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

### GROUP AFFINITY INSURANCE POLICY

#### MASTER POLICY WORDINGS

Whereas as the Insured has made to Bajaj Allianz General Insurance Company Ltd. (hereinafter called the Company), a proposal which is hereby agreed to be the basis of this Group Policy and has paid the premium specified in the Group Policy Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured Beneficiary in excess of the amount of the Deductible and subject always to the Sum Insured, against such loss/expenses, as is herein provided and such loss/expenses is actually incurred by Insured Beneficiary within the Cover Period.

#### DEFINITION

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

- 1) **Accident/Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2) **Burglary** means theft following the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
- 3) **Close Personal Custody and Control** shall mean that the Insured Property shall be held by, worn by or attached to, or within sight and not more than arm's length reach of the Insured Beneficiary/Immediate Family Member at all times whilst in transit.
- 4) **Certificate of Insurance** means the document issued by the Company to the Insured Beneficiary under the Terms and Conditions of Master Policy/Group Policy detailing the Master Policy number, the Insured Property details, Cover Period with the commencement date and expiry date of the cover, Insured Beneficiary's name, address, coverage, benefits, Sums Insured, Deductible, condition(s), exclusions and or endorsement(s), and the terms and conditions of the coverage.
- 5) **Cover Period** means the period as specified in the Certificate of Insurance issued to the respective Insured Beneficiary during which the Insured Property is covered as per Terms and Conditions of the Master Policy.
- 6) **Deductible** means the amount which shall be borne by the Insured Beneficiary in respect of each and every claim made under the Certificate of Insurance. The Company's liability to make any payment under the Certificate of Insurance is in excess of the Deductible.
- 7) **FIR** - means the complaint filed by the Insured Beneficiary and registered by the police station within whose jurisdiction the offence alleged is committed/occurred or such other statutory authority as is appropriate in the circumstances. Provided that once the Insured Beneficiary files the complaint with concerned police Station within whose jurisdiction the offence alleged is committed/occurred then same will be regarded as FIR, notwithstanding delay (if any) caused by the concerned Police Station in Registering the complaint and / or in converting such complaint into a FIR.
- 8) **Immediate Family Members** shall mean the Insured Beneficiary's
  - i. Spouse,
  - ii. Dependent Parents
  - iii. Dependent Children
- 9) **Insured** means the organization/entity/firm named in the Master Policy.
- 10) **Insured Beneficiary** shall mean individual customers of the Insured who have purchased the Insured Property from the Insured and are covered under the Master Policy.
- 11) **Insured Premises** shall mean the premises declared in the proposal form by the Insured Beneficiary and mentioned in the Certificate of Insurance where the Insured Items are stored or lying.
- 12) **Insured Property** means brand new/Refurbished Jewellery and other items of personal use, excluding items such as
  - i. curios, works of arts, paintings and antiques, and sculptures
  - ii. collections of stamps, rare books, medals, moulds, designs or any other collectibles and deeds
  - iii. ATM cards, credit cards, charge cards, bonds, bills of exchange, treasury or promissory notes, money, securities, or any other negotiable instrument and cash and currency notes.

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

- 13) **Jewellery** means
- i. Gold/Silver/Platinum articles or articles made from any other precious metals and/or
  - ii. Articles made of Diamonds or other precious stones, gems or pearls, provided that the artificial and or imitation jewellery [made with material other than precious metals/stones, gems or pearls] is excluded from this definition.
- 14) **Master Policy or Group Policy** shall mean the Group Policy issued to the Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance will be issued to the Insured Beneficiary. The validity of the Master Policy shall be for a period of twelve months as mentioned in the Group Policy Schedule.
- 15) **Policy** means the Proposal, the Master Policy Schedule along with these Terms and Conditions, Certificate of Insurance issued to respective Insured Beneficiary/ies and any endorsements attaching to and/or forming part thereof either at the commencement or during the Policy Period.
- 16) **Policy Period** refers to group Master Policy period, within which Certificates of Insurance are issued to members (individual customers of the Insured) of the Group. Also references to Policy Period will imply Cover Period of individual Certificate of Insurance/s.
- 17) **Policy Schedule** means Master Policy Schedule and parts thereof, and any other endorsement(s) appended, attached and/or forming part of Master Policy.
- 18) **Refurbished** means an Insured Asset that has been tested and repaired by the Original Equipment Manufacturer (OEM). A refurbished Insured Asset should function exactly like it did when it was new, and it should come with an Original Equipment Manufacturer warranty just like a new Insured Asset.
- 19) **Robbery** means (i) in order to the committing of the theft at the Insured Premises, or in committing the theft at the Insured Premises, or in carrying away or attempting to carry away Insured Property obtained by the theft from the Insured Premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the Insured Premises, is in the presence of the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members who is/are put in fear, and commits the extortion at the Insured Premises by putting the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members, and, by so putting in fear, induces the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members so put in fear then and there to deliver up the thing extorted at the Insured Premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members in fear of instant death, of instant hurt, or of instant wrongful restraint. In this regard Insured Property means property insured by the Company as per the Master Policy.
- The term 'Extortion' means whoever intentionally putting the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members in fear of any injury to the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members, and thereby dishonestly induces the Insured Beneficiary and/or Insured Beneficiary's Immediate Family Members so put in fear to deliver to any person any property or valuable security which is insured under the Master Policy, or anything signed or sealed which may be converted into a valuable security, commits "extortion".
- 20) **Safe means** a strong cabinet [made with Iron/steel or other strong metal/alloy, but excluding aluminium] within the Insured Premises designed for the safe and secure storage of Insured Property, and access to which is restricted.
- 21) **Sum Insured** means the Invoice Value of the Insured Property, shown against the item under the Certificate of Insurance and which shall be our maximum liability.
- 22) **Terrorism:** An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

- 23) **Theft** as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable Insured Property out of the possession of any person without that person's consent, moves that Insured Property in order to such taking, is said to commit theft.
- 24) **You, Your, Yourself** named in the Certificate of Insurance means the Insured Beneficiary that We insure.
- 25) **We/Us/Our/Company/Insurer** means Bajaj Allianz General Insurance Company Limited

### POLICY COVERAGE

- SECTION 1 – STANDARD FIRE AND SPECIAL PERILS COVER (MANDATORY)**
- SECTION 2 – BURGLARY AND ROBBERY COVER**
- SECTION 3 – BREAKDOWN COVER**
- SECTION 4 – ACCIDENTAL DAMAGE COVER**

### EXTENSIONS

- 1. **THEFT COVER AVAILABLE UNDER SECTION 2**
- 2. **TERRORISM DAMAGE COVER ENDORSEMENT AVAILABLE UNDER SECTION 1,SECTION 2, SECTION 3 AND SECTION 4**
- 3. **WORLDWIDE COVER AVAILABLE UNDER SECTION 1,SECTION 2, SECTION 3 AND SECTION 4**

### SECTION 1 – STANDARD FIRE AND SPECIAL PERILS COVER

#### SCOPE OF COVER

The Company will indemnify the Insured Beneficiary in respect of loss of or damage to the Insured Property against:

- 1. Fire
  - Excluding destruction or damage caused to the Insured Property by
    - a. Its own fermentation, natural heating or spontaneous combustion.
    - b. It's undergoing any heating or drying process.
    - c. Burning of Insured Property by order of any public authority.
- 2. Lightning
- 3. Explosion/Implosion
  - Excluding loss, destruction of or damage
    - a. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
    - b. Caused by centrifugal forces.
- 4. Aircraft Damage
  - Loss, Destruction or damage caused by Aircraft other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
- 5. Riot, Strike, Malicious Damage
  - Loss of or visible physical damage or destruction by external violent means directly caused to the Insured Property but excluding those caused by
    - a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
    - b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority.
    - c) Permanent or Temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
    - d) Burglary, housebreaking, theft, larceny, or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Flood or Inundation.

## Bajaj Allianz General Insurance Company Limited

**Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113**  
**Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006**

7. Earthquake, Volcanic Eruption or other Convulsions of Nature
8. Impact Damage  
Loss of or visible physical damage or destruction caused to the Insured Property due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by
  - a) The Insured Beneficiary or any occupier of the Insured Premises or
  - b) Their employees while acting in the course of their employment.
9. Subsidence and Landslide including Rock slide  
Loss, destruction or damage directly caused by Subsidence of part of the site on which the Insured Property stands or Land slide/Rock slide excluding:
  - a) the normal cracking, settlement or bedding down of new structures
  - b) the settlement or movement of made up ground
  - c) coastal or river erosion
  - d) defective design or workmanship or use of defective materials
  - e) Demolition, construction, structural alterations or repair of any Insured Property or groundwork or excavations.
10. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
11. Missile testing operations
12. Leakage from Automatic Sprinkler Installations  
Excluding loss, destruction or damage caused by
  - a) Repairs of alterations to the Insured Premises
  - b) Repairs, Removal or Extension of the sprinkler installation
  - c) Defects in construction known to the Insured/Insured Beneficiary.
13. Bush Fire  
Excluding loss, destruction or damage caused by Forest Fire.  
Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Certificate of Insurance to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

### **EXCLUSION APPLICABLE TO SECTION 1**

This Policy does not cover

1. The deductible of the first 5% of each and every claim amount subject to a minimum of INR 1,000 excluding Jewellery, unless specifically revised and altered by the Insurer and mentioned in the Certificate of Insurance. The deductible specified in the Certificate of Insurance shall apply for each and every loss arising out of the perils in respect of which the Insured Beneficiary is indemnified by this section. The deductible shall apply per event per Insured Beneficiary.
2. Loss, destruction or damage caused to the Insured Property by pollution or contamination excluding
  - a) Pollution or contamination which itself results from a peril hereby insured against.
  - b) Any peril hereby insured against which itself results from pollution or contamination.
3. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike, malicious damage cover.
4. Loss or damage to the Insured Property if removed to any building or place other than in which it is herein stated to be insured unless specifically covered by payment of additional premium.
5. Any loss or damage covered and/or recoverable under other sections of this Policy.
6. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless specifically covered by payment of additional premium.

### **CONDITIONS APPLICABLE TO SECTION 1**

1. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. The Insured Beneficiary shall take all reasonable steps to safeguard the Insured Premises, Insured Property against any insured event.
3. Under any of the following circumstances the insurance cover ceases to attach as regards the Insured Property effected unless the Insured Beneficiary, before the occurrence of any loss or damage,

## Bajaj Allianz General Insurance Company Limited

**Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113**  
**Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006**

obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:-

- a) If the building containing the Insured Property becomes unoccupied and so remains for a period of more than 30 days.
  - b) If the interest in the Insured Property passes from the Insured Beneficiary otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to Insured Property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the marine insurance policy or policies had this insurance not been effected.
  5. This insurance may be terminated at any time at the request of the Insured Beneficiary, in which case the Company will retain the premium at customary short period rates for the time the Certificate of Insurance has been in force. The Certificate of Insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured Beneficiary, 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.
  6. On the happening of loss or damage to any of the Insured Property covered by the Certificate of Insurance, the Company may
    - a) Enter and take and keep possession of the Insured Property or Insured Premises where the loss or damage has happened.
    - b) Take possession of or require to be delivered to it any Insured Property of the Insured Beneficiary in the Insured Premises at the time of the loss or damage.
    - c) Keep possession of any such Insured Property and examine, sort, arrange, remove or otherwise deal with the same.
    - d) Sell any such Insured Property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured Beneficiary that he makes no claim under the Certificate of Insurance, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured Beneficiary or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured Beneficiary or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured Beneficiary shall not in any case be entitled to abandon any Insured Property to the Company whether taken possession of by the Company or not.

7. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured Beneficiary or any one acting on his behalf to obtain any benefits under the Certificate of Insurance read with the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured/Insured Beneficiary, all benefits under the Certificate of Insurance read with this Policy shall be forfeited.
8. If the Company at its option, reinstate or replace the Insured Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or joint with any other Company or Insurer(s) in so doing the Company shall not be bound to reinstate exactly or completely the Insured Property but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Insured Property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any Insured Property the Insured Beneficiary shall at his own expense furnish to the Company with such plans, specification, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
9. If at the time of any loss or damage happening to any Insured Property hereby insured under Certificate of Insurance there be any other subsisting insurance or insurances, whether effected by the Insured Beneficiary or by any other person or persons covering the same Insured Property, the

## **Bajaj Allianz General Insurance Company Limited**

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

10. The Insured Beneficiary shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.

### **SUM INSURED**

Sum Insured Under this section shall be the invoice value of the Insured Property

### **SECTION 2 – BURGLARY AND ROBBERY COVER**

#### **SCOPE OF COVER**

The Company will indemnify the Insured Beneficiary in respect of the loss of or damage to the Insured Property belonging to the Insured Beneficiary stored or lying in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Cover Period.

Provided that the liability of the Company shall in no case exceed in respect of each Insured Property the Sum Insured mentioned in the Certificate of Insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 2**

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

1. The deductible of first 5% of each and every claim amount subject to a minimum of INR 1,000 excluding Jewellery, unless specifically revised and altered by the Insurer and mentioned in the Certificate of Insurance. The deductible shall apply for each and every loss arising out of the perils in respect of which the Insured Beneficiary is indemnified by this section. The deductible shall apply per event per Insured Beneficiary.
2. Any loss or damage covered and/or recoverable under other Sections of this Policy.
3. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
4. Any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.
5. Contents from any safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to the Insured Beneficiary unless such key has been obtained by Robbery.
6. Cover under this Section excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless specifically covered by payment of additional premium.
7. Loss or damage caused by theft.

### **SUM INSURED**

Sum Insured Under this section shall be the invoice value of the Insured Property

### **SECTION 3 – BREAKDOWN COVER**

#### **SCOPE OF COVER**

The Company will indemnify the Insured Beneficiary against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of the Insured Property whilst contained in or fixed at the Insured Premises, provided that the liability of the Company in respect of any one Insured Property in any one Cover Period will not exceed the Sum Insured set against such item in the Certificate of Insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 3**

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

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

1. The deductible of first 5% of each and every claim amount subject to a minimum of INR 1,000, unless specifically revised and altered by the Insurer and mentioned in the Certificate of Insurance. The deductible shall apply for each and every loss arising out of the perils in respect of which the Insured Beneficiary is indemnified by this section. The deductible shall apply per event per Insured Beneficiary.
2. Any loss or damage covered and/or recoverable under other Sections of this Policy.

### **SUM INSURED**

Sum Insured Under this section shall be the invoice value of the Insured Property

### **SECTION 4 – ACCIDENTAL DAMAGE COVER**

#### **SCOPE OF COVER**

The Company will indemnify the Insured Beneficiary against the repair or replacement costs incurred by him/her in respect of Accidental loss of or damage to the Insured Property at the Insured Premises and caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any Insured Property in any one Cover Period will not exceed the Sum Insured set against such item in the Certificate of Insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 4**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. The deductible of first 5% of each and every claim amount subject to a minimum of INR 1,000 excluding Jewellery, unless specifically revised and altered by the Insurer and mentioned in the Certificate of Insurance. The deductible shall apply for each and every loss arising out of the perils in respect of which the Insured Beneficiary is indemnified by this section. The deductible shall apply per event per Insured Beneficiary.
2. Any loss or damage covered and/or recoverable under other sections of this Policy.
3. This section excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### **SUM INSURED**

Sum Insured Under this section shall be the invoice value of the Insured Property

### **BASIS OF LOSS SETTLEMENT**

Provided that the Sum Insured in respect of each item specified in the Certificate of Insurance shall be equal to the invoice cost, the basis of loss settlement shall be as follows:

#### **I. PARTIAL LOSS**

Where an Insured Property can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured Beneficiary, in excess of the amount of deductible, expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

#### **II. TOTAL LOSS**

1. In the case of a total loss, the Company shall indemnify the Insured Beneficiary in excess of the amount of deductible, restoration or replacement costs up to the Sum Insured, subject to depreciation as mentioned below
  - i. For Insured Property excluding furniture, fixtures and fittings, Jewellery, portable electronic equipment

| Age of the Insured Property | Depreciation Percentage |
|-----------------------------|-------------------------|
| Up to 6 months              | 10%                     |
| Up to 1 Year                | 20%                     |
| Up to 2 Year                | 40%                     |
| Up to 3 Year                | 50%                     |

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

- ii. For furniture, fixtures and fittings, portable electronic equipment (like mobile phones, laptops etc.)

| Age of the Insured Property | Depreciation Percentage |
|-----------------------------|-------------------------|
| Up to 6 months              | 15%                     |
| Up to 1 Year                | 25%                     |
| Up to 2 Year                | 50%                     |
| Up to 3 Year                | 60%                     |

- iii. Nil for Jewellery

2. In cases where the Insured Property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged Insured Property with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed. Subject to a maximum of 50% of the cost of the follow up model but not exceeding the Sum Insured.
3. In the event of payment of a total loss claim by the Company, the Certificate of Insurance shall cease immediately and no further liability in respect of the said Insured Property shall be admissible under the Certificate of Insurance.

### **GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

- 1) Coverage is subject to the terms and conditions of the following clause:  
 Pair and Set Clause: In the event of loss or damage to any article forming part of a pair or set, the Company shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of pair or set, but in any event the Company's liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.
- 2) At all times during the Cover Period the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Cover Period for the amount of such loss shall be payable by the Insured Beneficiary 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 hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured Beneficiary 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 Cover Period.  
 Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured Beneficiary immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

### **EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

The Company is not liable for and no indemnity will be provided in respect of any loss to the Insured Property arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the Insured Property by
  - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
4. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.



## Bajaj Allianz General Insurance Company Limited

**Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113**  
**Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006**

5. Loss, destruction or damage to bullion or unset precious stones, artificial and or imitation jewellery, any curios or works of art, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives .
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lighting included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever, any third party liability.
9. Loss or damage by spoilage from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
10. Defective workmanship material or design, latent defect, wear and tear depreciation, moth, vermin, insects or mildew, process of cleaning, dyeing or bleaching, restoring, repairing, retouching, or renovation, inherent vice, warping or shrinkage, the action of light or atmospheric conditions, natural ageing or any other gradually operating cause.
11. Any loss recoverable under any other insurance policy covering the Insured Property.
12. Manufacturing defects for which the manufacturer is responsible under warranty/guarantee contract.
13. Dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of any Insured Property contrary to the directives of the makers/manufacturers and/or his agents.
14. Loss or damage due to faults existing at the time of commencement of this insurance of which the Insured/Insured Beneficiary was or should have been aware, and, regardless of whether such faults or defects were known to the Company or not;
15. Loss or damage to accessories used in connection with the Insured Asset.
16. Cracking, chipping or scratching of glass, unless caused by fire or accidental external means.
17. Over winding or denting of watches and clocks.
18. Loss or damage liable to be repaired or made good by a third party under any contract of agreement
19. Jewellery and Valuables at the time of destruction or damage in the custody of or being used by anyone other than the Insured Beneficiary or his/her Immediate Family Members to whom the said Jewellery and Valuables item is entrusted.
20. Physical Loss or damage to the Insured Property in transit under contract of affreightment.
21. Theft from any car except car of fully enclosed saloon type having at the time of loss all the doors, windows and other openings securely locked and properly fastened.
22. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
23. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - a. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - b. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
  - c. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured Beneficiary to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an Insured peril.
24. Any covered Perils [which causes loss or damage to Insured Property] arising out of the reckless, deliberate, wilful or intentional acts of the Insured Beneficiary/Insured or the Insured's/Insured Beneficiary's Employees or any agent/s of the Insured Beneficiary/Insured or the wilful act of any other person with the connivance of the Insured Beneficiary/Insured or his Immediate Family Members or any Employee or his Immediate Family Members or any agent of the Insured/Insured Beneficiary, or due to the non-compliance with any statutory provision.

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

25. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of customs, any Government of public or local authority.
26. Theft, loss or damage during the hire or loan of the instrument to a third party.
27. Mysterious disappearance and Unexplained Losses.
28. Loss or damage due to or contributed to by the Insured Beneficiary having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
29. Any loss or damage to Insured Property used for commercial, rental or profit generation purposes except in cases of domestic/residential rental property.
30. Where there is a change of ownership of the Insured Property.
31. Inconsequential aspects such as noises, vibrations, warpage, oil seepage and sensations that do not lead to dismal performance of the Insured Property.
32. Replacement of any consumable item of the Insured Asset, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
33. The cost of transportation of the Insured Property to and/or from the place of repair;
34. Failure of parts which are subject to recall by manufacturer of the Insured Property.
35. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
36. Service/maintenance calls which do not involve malfunction or defects in the Insured Asset due to workmanship or material used by manufacturer.
37. Insured Property that has been mishandled, neglected, or abused other than intended use as specified by the manufacturer.
38. Fading, colour loss, or colour change and/or Cracking and peeling of leather or vinyl.
39. Loss or damage caused by stains howsoever caused.
40. **Additional Exclusions for furniture which is Insured Property:**
  - a) Maintenance, damage caused by normal or ordinary wear-and-tear, including but not limited to Scuffing, scrapes, or other surface abrasions, including surface scratches on leather or fabrics.
  - b) Damage to Mattresses, Wicker and rattan furniture, Nubuck, suede or exotic leathers, Split-grain leather hides used in seat cushions, back cushions, or arm areas,
  - c) Components and mechanisms integrated into furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks
  - d) Loss of foam and/or inner spring resiliency (including any impressions or deformation)
  - e) Checking, cracking, bubbling, or peeling of the finish.
  - f) Chips, scratches, and/or breakage of glass or any brittle material used in manufacturing or mirrors, loss of silvering on mirrors.
  - g) Insured Property sold "as is" or floor samples.
  - h) Insured Property showing signs of infestation, including but not limited to insects, rodents, termites and cockroaches.
  - i) The effects of weather conditions upon the product such as but not limited to sunlight, wind, weather, rusting, radiation, corrosion.

### **GENERAL CONDITIONS**

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 Insured/Insured Beneficiary shall be a condition precedent to any liability of the Company under Certificate of Insurance read with this Policy.
2. **Reasonable Care**  
 The Insured Beneficiary shall:
  - a. Take all reasonable steps to safeguard the Insured Property against any Covered Insured peril.
  - b. Take all reasonable steps to prevent a claim from arising under Certificate of Insurance
  - c. Take all reasonable steps to minimise a loss and act as a prudent un-insured.
3. **Duties and Obligations after Occurrence of an Covered Insured Event:**  
 Save as more specifically provided for elsewhere in the Certificate of Insurance read with Terms and Conditions of Policy, it is a condition precedent to the Company's liability under this Certificate of Insurance

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

read with Terms and Conditions of Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under Certificate of Insurance:

- a. The Insured or Insured Beneficiary shall immediately and in any event within 24 hours give written notice of the same to the Company or any of its representatives and appointees, at the address shown in the Certificate of Insurance read with Terms and Conditions of Policy for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- b. The Insured or Insured Beneficiary shall within 30 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount of Indemnification sought from the Company, and
- c. The Insured or Insured Beneficiary shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- d. The Insured or Insured Beneficiary shall allow the Company and its representatives and appointees to inspect any Insured Asset and or any material items, as per 'the Right to Inspect' Clause and
- e. The Insured shall not abandon the Insured Property, nor take any step to rectify/ remedy the damage before the same has been approved by the Company.
- f. On receipt of the all required information/ documents that are relevant and necessary for the claim, as the case may be, the Company shall within a period of 30 days offer a settlement of the claim to the Insured. If the Company, for any reasons to be recorded writing and communicated to Insured, decides to reject a claim under the Policy, it shall do so within a period of 30 days from the receipt of the last relevant and necessary document.
- g. In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the Insured Beneficiary /claimant by insurer till the date of actual payment
- h. In event of a claim arising under Certificate of Insurance read with this Policy, the Insured shall arrange for submission of the following documents:
  - i. Duly completed claim form signed by the Insured Beneficiary, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
  - ii. Police report (FIR) for Theft and Burglary Claims
  - iii. Police Final Investigation Report for Theft and Burglary Claims
  - iv. Bills and invoices, valuation reports etc required to support and substantiate the claim amount
  - v. NEFT mandate with details & cancelled cheque
  - vi. Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

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

#### 4. **Right to Inspect**

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

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

**5. Contribution**

If, at the time of any claim, there is, or but for the existence of Certificate of Insurance read with this Policy, the Insured Property would be covered under any other insurance policy of indemnity or insurance in favour of or effected by or on behalf of the Insured Beneficiary applicable to each of such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**6. Subrogation**

The Insured Beneficiary under the Certificate of Insurance shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under the Certificate of Insurance whether such acts and things shall be or become necessary or required before or after the Insured Beneficiary(ies) indemnification by the Company.

**7. Group Discount**

Applicable group discount will be as per the table below

| Group Size      | Group Discount |
|-----------------|----------------|
| Upto 5000       | 0%             |
| 5001 to 10000   | 20%            |
| 10001 and Above | 40%            |

**Note** - Group discount will be applicable on the group size at inception of the Policy. There shall not be any midterm revision of group discount.

**8. Fraud**

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

**9. Indemnity**

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

**10. Cancellation of Master Policy/Certificate of Insurance by the Company**

- a. The Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Master Policy by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the Master Policy even then the respective Certificate of Insurance/s already issued to various Insured Beneficiaries shall be valid for the Covered Period, unless the Certificate of Insurance is also cancelled by the Company.
- b. The Certificate of Insurance may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the Insured and Insured Beneficiary.
- c. If the Certificate of Insurance is cancelled by the Company after the commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary the Company shall refund to the Insured a pro-rata premium for the unexpired Cover Period in respect of the Certificates of Insurance issued prior to the date of cancellation on which no claim has been lodged.
- d. No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the Insured Beneficiary.

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the Certificate of Insurance is cancelled.
- f. Under normal circumstances the Policy shall not be cancelled by the Company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the Insured Beneficiary or if any false statement, or declaration is made or used. Provided however if Certificate of Insurance is cancelled due to Fraud by the Insured and/or Insured Beneficiary then the premium shall be forfeited and no refund of premium shall be made by the Company.

### 11. Cancellation by the Insured before the expiry of Master Policy/Certificate of Insurance:

#### I. Cancellation of Policy by Insured (where all members of the group are covered without selection and premium is borne by the Insured )

- a. During the Policy Period of the Master Policy, the Insured may cancel the Master Policy at any time by giving at least 15 days written notice to the Company and also intimating the same to the Insured Beneficiary.
- b. The Certificate of Insurance may be cancelled by the Insured as under:  
 The Certificate of Insurance may be cancelled by the Insured within six months of the date of commencement of the Cover Period mentioned in the Certificate of Insurance, in which case the Company will refund the premium to the Insured on a pro-rata basis by reference to the risk undertaken as provided in the respective Certificates of Insurance till effective date of such termination, subject however to a minimum retention of 25% of premium mentioned in the Certificate of Insurance or Rs.100 per Certificate of Insurance whichever is higher in respect of those certificates of Insurance on which no claim has been lodged. However no request from the Insured for cancellation of any Certificate of Insurance shall be entertained after completion of six months from the date of commencement of the Cover Period.
- c. No refund of premium shall be due on cancellation of Certificate of Insurance if a claim has been made by the Insured Beneficiary.
- d. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of Certificate of Insurance.

#### II. Cancellation of Policy by Insured (where all members of the group are covered without selection and premium is borne by the Insured Beneficiary)

The Policy may be cancelled by the Insured by sending fifteen (15) day's notice to the Insurer by registered letter.

#### Effect of termination of Policy by the Insured:

From the effective date of cancellation or termination of this Policy at the instance of Insured:

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

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

- b. The Company and the Insured shall remain liable under the terms and conditions of this Policy to fulfil the obligations that have accrued at the date of cancellation or termination of this policy;

### 11. Validity of Certificate of Insurance

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

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

### 12. Transfer

Transferring/assigning of Interest in this Policy or Certificate of Insurance to any person is not allowed.

### 14. Dispute Resolution

- a. If any dispute or difference shall arise as to the quantum of claim to be paid under the Certificate of Insurance (liability/claim being otherwise admitted by the Company), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the Company and the respective Insured Beneficiary or if they cannot agree upon a single arbitrator within 30 days of any party [the Company or the respective Insured Beneficiary] invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one each to be appointed by the Company and Insured Beneficiary, and the third arbitrator to be appointed by such two appointed arbitrators and arbitration shall be conducted in English under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be Pune, India.
- b. 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/repudiated or not accepted/admitted the liability/claim under or in respect of the respective Certificate of Insurance.
- c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the respective Certificate of Insurance read with this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
- d. It is also hereby further expressly agreed and declared that if the Company shall disclaim/repudiate the claim and liability to the respective Insured Beneficiary for any claim under Certificate of Insurance issued to them, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit or proceeding before a Court of law or any other competent statutory forum/tribunal, then all indemnities/benefits under the Certificate of Insurance shall be forfeited and the rights of Insured Beneficiary shall stand extinguished and the liability of the Company shall also stand discharged.
- e. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts subject to other clauses herein.

### 15. Notices

- a. Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Certificate of Insurance.
- b. Any and all notices and declarations for the attention of the Insured Beneficiary shall be posted to his/her address stated in the Certificate of Insurance.

### 16. Governing Law

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

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

**17. Entire Contract**

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

**18. Renewal Notice**

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

**20. Resolving Issues**

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

**First Step**

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

**Second Step**

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

**Customer Care Cell**

Bajaj Allianz General Insurance Co. Ltd  
 GE Plaza, Airport Road, Yerawada, Pune 411 006  
 E-mail: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)

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

| Office Details  | Jurisdiction of Office<br>Union Territory, District) |
|---|--|
| <b>AHMEDABAD -</b><br>Office of the Insurance Ombudsman,<br>2nd floor, Ambica House, Near C.U. Shah College,<br>5, Navyug Colony, Ashram Road, Ahmedabad – 380 014.<br>Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142<br>Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a> | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu.  |
| <b>BENGALURU</b><br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049  | Karnataka.   |

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

| Office Details  | Jurisdiction of Office<br>Union Territory, District)  |
|---|---|
| Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>   |   |
| <b>BHOPAL - Shri. R K Srivastava</b><br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market,<br>Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a> | Madhya Pradesh<br>Chattisgarh.  |
| <b>BHUBANESHWAR - Shri. B. N. Mishra</b><br>Office of the Insurance Ombudsman,<br>62, Forest park,<br>Bhubneshwar – 751 009.<br>Tel.: 0674 - 2596461 / 2596455<br>Fax: 0674 - 2596429<br>Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>  | Orissa.   |
| <b>CHANDIGARH -</b><br>Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>                           | Punjab,<br>Haryana,<br>Himachal Pradesh,<br>Jammu & Kashmir,<br>Chandigarh.                 |
| <b>CHENNAI - Shri Virander Kumar</b><br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>                           | Tamil Nadu,<br>Pondicherry Town and<br>Karaikal (which are part of Pondicherry).            |
| <b>DELHI - Smt. Sandhya Baliga</b><br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23239633 / 23237532<br>Fax: 011 - 23230858<br>Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>                                       | Delhi.  |
| <b>GUWAHATI - Sh. / Smt.</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2132204 / 2132205<br>Fax: 0361 - 2732937<br>Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>                        | Assam,<br>Meghalaya,<br>Manipur,<br>Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura. |



## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

| Office Details  | Jurisdiction of Office<br>Union Territory, District)   |
|---|--|
| <b>HYDERABAD - Shri. G. Rajeswara Rao</b><br>Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 65504123 / 23312122<br>Fax: 040 - 23376599<br>Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a> | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Territory of Pondicherry.  |
| <b>JAIPUR - Shri. Ashok K. Jain</b><br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>   | Rajasthan.   |
| <b>ERNAKULAM - Shri. P. K. Vijayakumar</b><br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>  | Kerala,<br>Lakshadweep,<br>Mahe-a part of Pondicherry.   |
| <b>KOLKATA - Shri. K. B. Saha</b><br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>  | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands.  |
| <b>LUCKNOW - Shri. N. P. Bhagat</b><br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310<br>Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>   | Districts of Uttar Pradesh :<br>Laitpur, Jhansi, Mahoba, Hamirpur, Banda,<br>Chitrakoot, Allahabad, Mirzapur, Sonbhadra,<br>Fatehpur, Pratapgarh, Jaunpur, Varanasi,<br>Gazipur, Jalaun, Kanpur, Lucknow, Unnao,<br>Sitapur, Lakhimpur, Bahraich, Barabanki,<br>Raebareli, Sravasti, Gonda, Faizabad, Amethi,<br>Kaushambi, Balrampur, Basti, Ambedkarnagar,<br>Sultanpur, Maharajgang, Santkabirnagar,<br>Azamgarh, Kushinagar, Gorkhpur, Deoria,<br>Mau, Ghazipur, Chandauli, Ballia,<br>Sidharathnagar. |
| <b>MUMBAI - Shri. A. K. Dasgupta</b><br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>  | Goa,<br>Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane.   |
| <b>NOIDA - Shri. Ajesh Kumar</b>  | State of Uttaranchal and the following Districts   |

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

| Office Details   | Jurisdiction of Office<br>Union Territory, District)  |
|--|---|
| Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road,<br>Naya Bans, Sector 15,<br>Distt: Gautam Buddha Nagar,<br>U.P-201301.<br>Tel.: 0120-2514250 / 2514251 / 2514253<br>Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>              | of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,<br>Bulandshehar, Etah, Kanooj, Mainpuri,<br>Mathura, Meerut, Moradabad, Muzaffarnagar,<br>Oraiyya, Pilibhit, Etawah, Farrukhabad,<br>Firozbad, Gautambodhanagar, Ghaziabad,<br>Hardoi, Shahjahanpur, Hapur, Shamli, Rampur,<br>Kashganj, Sambhal, Amroha, Hathras,<br>Kanshiramnagar, Saharanpur. |
| <b>PATNA - Shri. Sadasiv Mishra</b><br>Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,,<br>Bazar Samiti Road,<br>Bahadurpur,<br>Patna 800 006.<br>Tel.: 0612-2680952<br>Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>                    | Bihar,<br>Jharkhand.  |
| <b>PUNE - Shri. A. K. Sahoo</b><br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030.<br>Tel.: 020 - 32341320<br>Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a> | Maharashtra,<br>Area of Navi Mumbai and Thane<br>excluding Mumbai Metropolitan Region.  |

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](mailto:inscoun@vsnl.net)

=====

### EXTENSION 1 - THEFT COVER

It is hereby agreed and declared that on payment of additional premium, the section 2 of the Policy is extended to cover loss or damage caused to the Insured Property stored or lying in the Insured Premises by theft during the Cover Period

PROVIDED that the liability of the Company shall in no case in respect of the Insured Property exceed the Sum Insured expressed in the Certificate of Insurance. In consequence whereof, Exclusion No. (7) "Exclusion Applicable to Section 2" stands deleted.

**Note:** Theft cover is an extension to Section 2: Burglary and Robbery and cannot be opted without opting for burglary and robbery section

### DEDUCTIBLE

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

### EXTENSION 2 - TERRORISM DAMAGE COVER ENDORSEMENT

#### Terrorism Damage Cover Endorsement (Material Damage only) Insuring Clause

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

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

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

This **Terrorism Damage Cover Endorsement** also includes Loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or military authority. Provided that if the Insured Beneficiary is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be limited only for the excess of any recovery due from such plan or scheme. For the purpose of the aforesaid inclusion clause, "military authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

### **EXCLUSION**

This extension shall not indemnify loss of or damage to Insured Property caused by any or all of the following

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
  - a) Voluntary abandonment or vacation,
  - b) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured Beneficiary of the use or value of its Insured Property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/damage and/or other assessment which is incurred by the Insured Beneficiary or which is imposed by any court, government agency, public or civil authority or any other person;
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and /or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any Insured Property insured hereunder;

## Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113  
 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or damage caused by or arising out of burglary, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. Loss or damage caused by mysterious disappearance or unexplained loss;
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

### **LIMIT OF INDEMNITY**

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

### **DEDUCTIBLE**

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

### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance Policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the terrorism risk insurance during the Cover Period except where such cancellation is done along with the cancellation of the basic insurance. Where a Policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the Insured, pro-rate refund of the cancelled Policy premium will be allowed. If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

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

### **EXTENSION 3 – WORLDWIDE COVER**

It is hereby agreed and declared that on payment of additional premium, coverage under the Policy is extended to cover loss of or damage to the Insured Property in Close Personal Custody and Control outside the Insured Premises, anywhere in the world and arising from an insured peril, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this Policy.

PROVIDED that the liability of the Company shall in no case in respect of the Insured Property exceed the Sum Insured expressed in the Certificate of Insurance.

### **DEDUCTIBLE**

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