

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
 UIN:

FARMER'S PACKAGE INSURANCE

POLICY WORDINGS

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

A. COVERAGE

If an insured event described in one of the Covers below occurs then the **Company** will make payment but only if:

- 1) the insured event arises or occurs during the **Policy Period**, and
- 2) only upto the available or remaining **Sum Insured** or **Limit of Indemnity** (or any sub-limit of either) as stated in the **Schedule**.

COVER 1: BUILDING & CONTENTS

Note: Cover under this Cover shall be as per **Bajaj Allianz General Insurance Company Limited Bharat Griha Raksha Policy** annexure attached.

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Cover 1, in case of contradiction of these Policy Wordings with the provisions of **Bajaj Allianz General Insurance Company Ltd Bharat Griha Raksha Policy** Wordings annexed hereto, then the provisions of **Bajaj Allianz General Insurance Company Ltd Bharat Griha Raksha Policy Wordings** annexed hereto shall prevail over these Policy Wordings

COVER 2: ROBBERY & BURGLARY

i. Cover is provided for:

- a) loss or damage to the **Building** caused by actual or attempted **Robbery** or **Burglary**, and
- b) loss or damage to **Contents** in the **Farmhouse** caused by actual or attempted **Robbery** or **Burglary**, and
- c) the reasonable costs incurred in changing damaged locks at the entry or exit points to or within the **Building** or the **Farmhouse** following actual or attempted **Robbery** or **Burglary**.

ii. **Special Conditions**

The Insured shall:

- a) take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary** and discover and recover any **Contents** and/or money lost;
- b) immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**.

iii. **Special Exclusions**

The **Company** has no liability for and will not make any payment under this Cover:

- a) for **Valuables** except for those items, if any, specifically listed in the **Schedule**;
- b) if the **Farmhouse** has been unoccupied by the **Insured** and his **Family** for a continuous period of 35 days or a total of 60 days in any one **Policy Period**;
- c) theft.

COVER 3: FARM PRODUCE

i. Cover is provided for loss or damage to **Farm Produce** stored in a godown or other **Building** on the **Farm** caused by:

- a) **Accidental** fire;
- b) Lightning;
- c) The explosion of gas in a domestic appliance;
- d) **Accidental** impact damage;
- e) Riot, strike or malicious damage.

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
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 UIN:

ii. Special Exclusions

The **Company** has no liability for and will not make any payment under this Cover for any loss or damage of an amount greater than 1% of the **Sum Insured** for any claim for **Farm Produce** (solid or liquid) that is, in the reasonable opinion of the **Company**, in whole or in part easily ignitable.

COVER 4: AGRICULTURAL PUMP SET

i. Cover is provided for the following:

- a) Loss or damage occasioned on the **Farm** to the **Insured's** centrifugal **Pump Set** (whether electrical or diesel) used solely for **Farm Business** if caused by:
 - i) **Accidental** fire;
 - ii) Lightning;
 - iii) Sudden and unexpected mechanical or electrical breakdown;
 - iv) Riot, strike or malicious damage.
- b) If the **Company** accepts a claim under Clause i) a) then it will, subject to the **Sum Insured**, also pay the reasonable cost incurred by the **Insured** for dismantling and erecting the **Pump Set** and transporting it to the closest repairer.

ii. Special Conditions

- a) It is a condition precedent to the **Company's** liability that upon the happening of any event that gives rise to or may give rise to a claim, the **Insured** shall immediately give the **Company** full details by telephone or telegram as well as in writing.
- b) The **Insured** shall preserve the damaged or defective parts and make the same available for inspection by the **Company** or its representatives.
- c) In calculating a claim payment, no deduction will be made for depreciation and the maximum rewinding charges payable, subject to the **Sum Insured** in the **Policy Period** are as follows:

<u>Horse Power of the Pump Set</u>	<u>Rewinding Charges (Rs)</u>
3 and under	650
5	825
7.5	1050
10 and above	1350

iii. Special Exclusions

The **Company** has no liability for and will not make any payment under this Cover for:

- a) any fault or defect existing at the commencement date of this **Policy** whether or not known to the **Insured** or the **Company**;
- b) loss or damage for which the manufacturer or supplier of the set is responsible;
- c) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- d) any maintenance costs for the set or any replacement parts;
- e) the cost of rectifying functional failures unless due to an insured event under this Cover.

COVER 5: POULTRY

i. Cover is provided for the death of the **Insured's** poultry on the **Farm** (in excess of the Mortality Rates shown in the **Schedule**) by disease or **Accidental death**, but cover shall immediately cease upon the **Insured's** sale or divestment of interest (temporary or permanent) in any poultry.

ii. Special Conditions

It is a condition precedent to the **Company's** liability that:

- a) the poultry are provided with proper feed, water and shelter;
- b) the **Insured** shall:
 - i) ensure that poultry is vaccinated at proper intervals by a qualified veterinary practitioner;
 - ii) de-beak poultry at regular intervals by engaging a qualified veterinary practitioner;
 - iii) deliver to the **Company** Daily Mortality Reports on a weekly basis, failing which it shall be deemed that there was no mortality for that particular week;
 - iv) immediately upon discovery effectively isolate any poultry affected with any disease and take all precautions to protect against the infection of other poultry;

Bajaj Allianz General Insurance Company Limited

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Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

UIN:

- v) notify the **Company** of a claim immediately and in any event within 72 hours of the occurrence of an insured event and produce the affected poultry or carcasses to the **Company** or its authorised representative if so requested; in the event of an epidemic that affects or is likely to affect more than 10% of the poultry the **Insured** shall additionally:
 - notify the **Company** within 12 hours of discovery of the epidemic, and
 - ensure that a qualified veterinary practitioner examines the poultry on a daily basis;
- c) the **Insured** shall not keep, introduce or allow the poultry into contact with any diseased or infected poultry or other animals, or allow poultry to be kept in any place where diseased or infected poultry or other animals have been kept;
- d) the **Insured** shall maintain and produce to the **Company** upon request proper regular records of the daily stock position, feed consumption, egg production, culling, the purchase and sale of poultry, de-beaking along with the certificates issued by a qualified veterinary practitioner for the same, and the poultry numbers at monthly intervals during the **Policy Period** duly certified by a qualified veterinary practitioner;
- e) in the event of any claim the **Insured** shall immediately provide the **Company** with a post mortem report issued by a qualified veterinary practitioner.

iii. Special Exclusions

The **Company** has no liability for and will not make any payment under this Cover for:

- a) death in transit by any means;
- b) death or disease caused by or attributable to undergrowth, cannibalism, or the predatory action of other animals;
- c) Marek's disease, Ranikhet disease, Fowl Pox or Bronchitis unless the poultry has been inoculated against such diseases by a qualified veterinary practitioner at proper intervals and he has certified the same;
- d) Coccidiosis and related diseases unless the **Company** is satisfied by the Insured that the diseases occurred in spite of the **Insured** having taken regular preventive and curative measures;
- e) malnutrition;
- f) the huddling or piling of poultry;
- g) Avian Leucosis Complex.

COVER 6: CART PROTECTION & LIABILITY

i. Cover is provided for the following:

- a) Loss or damage caused to the **Insured's Cart** by **Accident** or the malicious act of a third party.
- b) If the **Company** accepts a claim under Clause i) a), upto Rs.100/- per claim towards the cost of protecting and/or transporting the **Cart** to or from the closest repairer.
- c) The death or permanent total disability of any animal attached to the **Cart** when damaged by an **Accident** under Clause i) a) as long as the death or permanent total disability:
 - i) is solely and directly caused by such event, and
 - ii) occurs at the time of such event or within 30 days of it, and
 - iii) is properly certified by a qualified veterinary practitioner.
- d) The death or permanent total disability of any authorised driver of the **Cart** occurring within 12 months of and caused solely on account of the driver **Accidentally** sustaining **Bodily Injury** whilst mounting, dismounting from or driving the **Cart**.
- e) Any sum that the **Insured** is held liable to pay as **Damages** to a third party (excluding any members of the **Insured's Family**, household or persons engaged in or upon the service of the **Insured**) for **Accidental Bodily Injury** or death sustained during the **Policy Period** whilst such third party is mounting, dismounting from or travelling as a passenger on the **Cart**, or the loss of or damage caused to a third party passenger's property whilst being carried on the **Cart**.

ii. Special Conditions

- a) In relation to Clause i)c):
 - i) the humanitarian slaughter of an animal at the time of or within 30 days of the **Accidental** damage to the **Cart** and necessitated by the same shall be deemed to be death caused solely and directly by such event if the necessity for slaughter is properly certified by a qualified veterinary practitioner;
 - ii) the permanent total disability of an animal will be deemed to have occurred if a qualified veterinary practitioner properly certifies that at the time of or within 30 days of the **Accidental** damage to the **Cart** the injuries sustained by the animal rendered it permanently and totally incapable of pulling any cart or trailer;

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UIN:

- iii) if any animal is injured in circumstances that may give rise to a claim the **Insured** shall, immediately and at his own expense, have the animal examined by a qualified veterinary practitioner and follow any course of treatment recommended;
- iv) in the event of the death of an animal, the **Insured** shall give the **Company** at least 24- hours notice of his intention to dispose off the carcass and an opportunity to inspect the whole carcass before disposing of it.
- b) In relation to Clause i)e), in the event of the **Insured's** death the **Company** shall, in respect of liability for Damages incurred by the Insured, indemnify his personal representatives provided that they comply fully with all the terms and conditions of this **Policy** as if they were the **Insured**.

iii. Special Exclusions

The **Company** has no liability for and will not make any payment under this Cover for the following:

- a) Any death, injury, loss, damage, liability or **Damages** arising out of or howsoever attributable to:
 - i) the use of any animal or **Cart** other than for **Farm Business**;
 - ii) the driver or any passenger of the **Cart** being under the influence of alcohol, drugs or hallucinogens;
 - iii) the driver or any passenger of the **Cart** committing or attempting to commit any criminal act.
- b) Additionally in relation to Clause i)a):
 - i) loss or damage to any tyres or wheels, except that the **Company** shall pay 50% of the replacement cost of tyres if the **Cart** sustains damage covered under Clause i) at the same time;
 - ii) wear, tear, mechanical failure or breakdown or loss due to depreciation.
- c) Additionally in relation to Clause i)e), any claim in respect of, arising out of or howsoever attributable to:
 - i) property belonging to or in the custody or control of the **Insured**, any members of the **Insured's** family, household or persons engaged in or upon the service of the **Insured**;
 - ii) loading or unloading

COVER 7: TRACTORS

- i. Cover is provided for the the **Insured's Tractors** on the same terms as if they were vehicles covered under the **Company's** Standard Commercial Vehicle Package Policy (which is deemed to be incorporated into this **Policy** for the purposes of this Cover only) but the cover provided is:
 - a) for the **Policy Period** only, and
 - b) is subject to the same terms, conditions, exclusions and warranties as the Company's Motor Policy in all respects.

COVER 8: PEDAL CYCLE

- i. Cover is provided for:
 - a) the loss of or damage to a **Pedal Cycle** belonging to the **Insured** or any member of the **Insured's Family** caused by **Accident** or the malicious act of a third party, and
 - b) any sum that the **Insured** is held liable to pay as **Damages** to a third party (excluding any members of the **Insured's Family**, household or persons engaged in or upon the service of the **Insured**) for **Accidental Bodily Injury**, death or property damage sustained during the **Policy Period** and arising out of or in connection with the use of the **Pedal Cycle**.
- ii. **Special Condition**
The **Company** has no liability for and will not make any payment under this Cover for loss or damage:
 - a) caused or liability sustained by, through or in connection with the **Pedal Cycle** whilst being used for hire or reward, or for racing or pace making, or outside India;
 - b) caused or liability sustained by mechanical breakdown or overloading or strain;
 - c) to accessories by theft unless the **Pedal Cycle** itself is stolen at the same time;
 - d) caused by or arising from any failure to secure the **Pedal Cycle** when left unattended.

COVER 9: PERSONAL ACCIDENT

- i. **COVERAGE**
 - a) the **Named Insured's** death within 12 months of having sustained **Accidental Bodily Injury** during the Policy Period; or
 - b) the **Named Insured's Permanent Total Disability** within 12 months of having sustained **Accidental Bodily Injury** during the **Policy Period**.

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If the **Company** accepts a claim under Clause i) a), then it will (in addition to the **Sum Insured**) also pay upto 2% of the **Sum Insured** or Rs.1,000/- (whichever is lower) towards the cost of transporting the **Named Insured's** remains from the place of death to a hospital, residence or cremation or burial ground

ii. SPECIAL EXCLUSIONS

The **Company** has no liability for and will not make any payment under this Cover for death or **Permanent Total Disability** caused by or arising from any of the following:

- a) Suicide, attempted suicide or self inflicted injury or illness.
- b) The influence of liquor or drugs.
- c) Any deliberate or intentional, unlawful or criminal act, error, or omission of the **Insured** and/or the **Named Insured**.
- d) Engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- e) The participation as driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- f) Curative treatments or interventions that the **Insured** and/or the **Named Insured** performs or has had performed on his body.
- g) Venereal or sexually transmitted disease.
- h) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- i) Pregnancy, resulting childbirth, miscarriage, abortion, or a complication arising out of any of the foregoing.
- j) The **Insured's** and/or the **Named Insured's** participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

iii. SPECIAL CONDITIONS APPLICABLE TO THIS COVER

- a) If the **Named Insured** was suffering from any permanent disability before sustaining **Accidental Bodily Injury**, then the **Company's** payment shall be reduced by the extent of the pre-existing permanent disability as determined on the basis of the disability certificate issued by the concerned Government Medical Authority according to the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.
- b) The following are conditions precedent to the **Company's** liability:
 - i) The **Insured** shall immediately notify the **Company** of any and all changes during the **Policy Period** to the Named Insured's occupation or work undertaken as stated in the proposal. If any such change would have resulted in the **Company** charging a higher premium at the commencement date of this Policy then the **Company's** liability will be reduced pro-rata based on the rate of premium collected and the premium that should have been paid.
 - ii) In the event of any **Accidental Bodily Injury** that may give rise to a claim that the **Named Insured** shall:
 - immediately and without any delay, consult a **Doctor/ Medical Practitioner** and follow such advice and treatment that the **Doctor/ Medical Practitioner** might recommend;
 - take every other reasonable step and/or measure to minimise the consequences of the **Bodily Injury**;
 - submit himself for examination by the **Company's** medical advisors as often as may be considered necessary by the **Company**;
 - iii) In the event of the **Named Insured's** death, the Insured shall give the **Company** written notice accompanied by a copy of the post mortem report (if performed) within 14 days regardless of whether any other notice might already have been given to the **Company**. In the event of the **Insured's** death, his nominee, legal heir, executor or validly appointed legal representative shall give such written notice and documentation.
- c) The **Company** shall only make payment to the **Insured** or the **Named Insured** and, in the event of the **Insured's** death, then to his nominee, legal heirs, executor or validly appointed legal representative. Any such payment made in good faith by the **Company** as aforesaid shall operate as a complete and final discharge of the **Company's** liability to make payment for such claim.
- d) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, the **Company** shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of

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delay in the payment, the Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

- e) However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
- f) If the Company, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the Insured Person in writing within 30 days of the receipt of documents. The Insured may take recourse to the Grievance Redressal procedure.

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

List of Claim documents:

i. Death

- Duly Completed Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Legal heir certificate containing affidavit and indemnity bond both duly signed by all legal Heirs and notarized (If Nominee name not mentioned on policy schedule or if Nominee is minor then decree certificate from court).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if performed).
- Attested copy of Viscera report if any(Only if Post Mortem is performed).
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

ii. Permanent Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- All medical bills (if opted)
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy.

g) Portability Condition

Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail health insurance policies of other non-life insurers. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases

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

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113

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UIN:

h) **Withdrawal of Cover**

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

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

i) **Free Look up Period (Applicable only in case of New Policy)**

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

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

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

j) **Sum Insured Enhancement:**

The Insured member can apply for enhancement of Sum Insured at the time of renewal. You can apply for enhancement of Sum Insured by submitting a fresh proposal form to the company.

The acceptance of enhancement of Sum Insured would be at the discretion of the company, based on the health condition of the insured members & claim history of the policy.

COVER 10: BAGGAGE

i. Cover is provided for the **Insured** and/or his **Family** against the **Accidental** loss or destruction of, or damage to personal baggage belonging to them or for which they are responsible whilst travelling anywhere in India or to the places in the world specified in the **Schedule**.

ii. **Special Exclusions**

The **Company** has no liability for and will not make any payment under this Cover for loss, destruction or damage to or caused by or arising from any of the following:

- a) Cracking scratching or breakage of lens or glass.
- b) Articles of a brittle or fragile nature, unless caused by an accident to a vessel, train, other mechanised vehicle or aircraft by which such baggage is conveyed by the **Insured** or his **Family**.
- c) Any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.
- d) Moth, mildew or vermin.
- e) Electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting, arcing, self heating or the leakage of electricity from whatever cause (including lightning).
- f) The mechanical derangement or over winding of watches or clocks.
- g) Theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied.
- h) Conveyance by any carrier under contract of affreightment.
- i) **Valuables**.
- j) Any item which did not form part of the contents of the baggage when the journey commenced unless specifically declared and accepted by the **Company**.
- k) Items within the baggage of a consumable nature.
- l) Loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about.

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- m) The leakage, spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature.
- n) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides.
- o) Any item of photographic equipment unless the whole unit is lost or destroyed.

B. DEFINITIONS (APPLICABLE TO ALL COVERS OF THE POLICY UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

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

1. **Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Building** means those buildings and structures listed in the **Schedule** (but not fencing, power poles and the overhead wiring between power poles) so long as they are owned by the **Insured** and used by the **Insured** for **Farm Business**.
3. **Burglary** means the unforeseen and unauthorised entry to or exit from the **Buildings** or the **Farmhouse** (with the intent to steal **Contents** from it) by a third party using aggressive and detectable means.
4. **Cart** means a non-mechanised and animal drawn cart as specified in the **Schedule**.
5. **Claim** means the receipt by the **Insured** of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the **Insured**, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**.
All **Claims** resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one **Claim** under this **Policy** and as having been made at the time when the first **Claim** was made in writing. The coverage for such **Claims** shall expire 3 years after the first **Claim** of such series has been notified to the **Company**.
6. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
7. **Contents** means the items listed in the **Schedule** so long as they belong to the **Insured** and are contained in the **Farmhouse**.
8. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.
This clause shall not apply to any Benefit offered on fixed benefit basis.
9. **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.
10. **Day Care Treatment** refers to medical treatment, and/or surgical procedure which is:
 - i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24hrs because of technological advancement, and
 - ii. which would have otherwise required a hospitalization of more than 24 hours.
Treatment normally taken on an out-patient basis is not included in the scope of this definition.
11. **Deductible** means the amount which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.

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 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006
 UIN:

12. **Defence Costs** means the expenses incurred by or on behalf of the **Insured** or the **Company** in the investigation or settlement or defence of a **Claim** and shall include legal costs and disbursements.
13. **Family** means the **Insured's** spouse and children aged between 5 and 21 years if ordinarily resident with him.
14. **Farm** means the place described in the **Schedule** comprising a single operating unit from which the **Insured's Farm Business** is conducted, so long as the **Insured's Farm Business** is conducted from that place.
15. **Farm Business** means the type of farming business of the **Farm** as specified in the **Schedule**.
16. **Farmhouse** means the building on the **Farm** belonging to the **Insured** and in which he ordinarily resides, as described in the **Schedule**.
17. **Farm Produce** means food grown on the **Farm** intended for commercial sale in the course of the **Farm Business**, but does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos.
18. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
19. **Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - has qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - has qualified medical practitioner(s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
20. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
21. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
 - a. **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
 - b. **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
22. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
23. **Injury/ Bodily Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

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
 UIN:

24. **Insured** means the person or organization named in the **Schedule**.
25. **Insured Person(s)** means the employee and/or member who is/are covered as per the **Schedule**.
26. **Limit of Indemnity** means the amount stated in the **Schedule** by any Cover, which shall be the **Company's** maximum liability under this **Policy** (inclusive of **Damages** and/or **Defence Costs**, and regardless of the number of **Insureds** or claimants or the total number or amount of claims made against the **Insured** or the number of years the **Insured** has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the **Insured** during the **Policy Period**.
27. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription
28. **Medical Practitioner/ Doctor** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
29. **Named Insured/ Insured** means the persons, or his Family members, named in the Schedule.
30. **Nominee** is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
31. **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
32. **Occupation** means **Your** occupation as shown in the **Schedule**
33. **OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
34. **Pedal Cycle** means the pedal cycle described in the **Schedule**
35. **Permanent Total Disability**
 Medical practitioner certified total, continuous and permanent:
- loss of the sight of both eyes
 - physical separation of or the loss of ability to use both hands or both feet
 - physical separation of or the loss of ability to use one hand and one foot
 - loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
36. **Period of Insurance** means the period between the **Retroactive Date** and the expiry date specified in the **Schedule** and, if no **Retroactive Date** is specified, then the **Policy Period**.
37. **Policy** means the proposal, the **Schedule**, the **Policy** document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
38. **Policy Period** means the period commencing from effective date and hour as shown in the **Schedule** and terminating at midnight on the expiry date as shown in the **Schedule**.
39. **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
40. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

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

UIN:

41. **Pre-Existing Disease** means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
42. **Proposal** means the proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance
43. **Pump Sets** means the pump sets specified in the **Schedule**.
44. **Reasonable and Customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
45. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
46. **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 property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's 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 and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by so putting in fear, induces the Insured and/or Insured's 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 and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint. The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.
47. **Schedule** means the Schedule and any Annexure or Endorsement to it which sets out **Your** personal details, the type of insurance cover in force and the **Sum Insured**
48. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
49. **Sum Insured** means the amount stated in the **Schedule** by any Cover, which shall be the **Company's** maximum liability under this Policy (regardless of the number of **Insureds** or claimants or the total number or amount of claims made against the **Insured** or the number of years the **Insured** has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the **Insured** during the **Policy Period**.
50. **Tractor** means the tractor described in the **Schedule**.
51. **Total Sum Assured** means the amount stated in the Schedule, which is the maximum amount we will pay for claims made by you irrespective of the number of claims you make or the number of years that you have had a Personal Accident Policy with us
52. **Unproven/Experimental** treatment is treatment, including drug Experimental therapy, which is based not on established medical practice in India, is treatment experimental or unproven.
53. **Valuables** means:
 - a) gold or silver or any precious metals or articles made from any precious metals;
 - b) watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;

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
 UIN:

c) deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

54. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule

55. **We, Our, Us, Ours** means the Bajaj Allianz General Insurance Company Limited.

C. GENERAL EXCLUSIONS (APPLICABLE TO ALL COVERS OF THE POLICY UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

These General Exclusions apply in addition to the Specific Exclusions stated under the individual Covers above. Unless specifically stated to be covered in any Cover, the **Company** has no liability for and will not make any payment under this **Policy** for any claim under any Cover caused by or arising from any of the following:

- 1) The **Insured's**:
 - a) consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b) legal liability;
 - c) any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- 2) Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 3) Liability more specifically insured elsewhere.
- 4) Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
- 5) Any claim in which the **Insured**, his servants, **Family**, household or persons engaged in or upon the service of the **Insured** are or are alleged to be involved.
- 6) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- 8) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism or terrorist acts or activities military or usurped power or confiscation or nationalisation or requisition of or loss of or damage to property by or under the order of any government or public authority.
- 9) Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 10) Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

D. GENERAL CONDITIONS (APPLICABLE TO ALL COVERS OF THE POLICY UNLESS OTHERWISE MENTIONED MORE SPECIFICALLY UNDER COVER 1)

- 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** and/or, where applicable, the **Named Insured**, shall be a condition precedent to any liability of the **Company** under this **Policy**.
- 2) **Reasonable Care**
 The **Insured** and/or, where applicable, the **Named Insured**, **Family**, household, or persons engaged in or upon the service of the **Insured** shall:
 - a) take all reasonable precautions to prevent loss, destruction, damage, accident, bodily injury or any other matter for which a claim might be made under this **Policy**;
 - b) after an insured event has taken place, do or cause to be done everything necessary to minimise the quantum of any claim that may be made;

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

UIN:

- c) ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- d) when the **Farmhouse** or **Buildings** are left unattended or unoccupied, ensure that all means of entry to or exit from them have been properly and safely secured and any security system or aid has been properly deployed;
- e) keep the **Farmhouse** and **Buildings**, other buildings, ways and other maintainable property in a good state of repair;
- f) comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
- g) if any defect is discovered, by complaint or otherwise, take immediate steps to remedy or rectify the same and in the meantime take or cause to be taken such temporary precautions as may reasonably be required in the circumstances;
- h) exercise all reasonable care and diligence in the selection of employees or other persons engaged or to be engaged in or upon the service of the **Insured**;
- i) not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
- j) properly maintain all appliances, plant, machinery and any equipment and use the same or ensure that they are used only in accordance with the manufacturers recommendations and/or within capacity.

3) Duties & Obligations after Occurrence of an Insured Event

Without derogation from any Special Conditions applicable to a particular Cover, it is a condition precedent to the **Company's** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**, the **Insured** shall:

- a) immediately and in any event within 14 days (48 hours in the case of a claim under Cover 2 [Robbery and Burglary]) give written notice of the same to the address shown in the **Schedule** 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;
- b) if asked to do so by the **Company**, immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**;
- c) within 28 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 sought from the **Company**;
- d) expeditiously provide the **Company**, its representatives and appointees with all the information, assistance, records and documentation that they might require;
- e) in relation to any third party liability claim for which cover is available under this **Policy**:
 - i) not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection with it without the written consent of the **Company**;
 - ii) permit the **Company** to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim and to incur **Defence Costs**, for which purpose the **Insured** shall give all the information and assistance that the Company may reasonably require; if the **Company**, in its sole and absolute discretion, chooses to exercise its right hereunder then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner the **Company's** liability or obligations under this **Policy** beyond those that would have existed had the **Company** not exercised its right;

4) Basis of Claim Settlement

Without derogation from any Special Conditions applicable to a particular Cover and subject always to the **Sum Insured/Limit of Indemnity** or sub-limits or the amount remaining of the same:

- a) Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the **Company** will pay the repair or reinstatement cost limited to the cost of repairing or restoring the item to its condition immediately before the happening of the insured event.
- b) In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The **Company** shall not be bound to reinstate or restore exactly or completely,

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

UIN:

but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

- c) In the case of the death of any animal insured under this **Policy**, the **Company** will pay in the same proportion as the number of deceased animals compared to the total number of animals insured bears to the **Sum Insured**.
- d) All items that can be insured under any Cover of this **Policy** must be insured at their replacement value as at the commencement date of the **Policy Period**, which:
 - i) for buildings means the reconstruction cost of the building with a building of the same type and specification, inclusive of all ancillary costs;
 - ii) for other items means replacement with an equivalent item of the same kind and capacity;
 - iii) for animals means the cost of replacing the animals with animals of the same type, breed, age and health.

If all items have not been insured and/or have been insured at a value less than their replacement value, then the Company's payment shall be proportionately reduced and the Insured shall be considered his own insurer of the difference.

- e) Claim Procedure (Not Applicable to any third party liability claim for which cover is available under the Policy)

On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured. If the Company, for any reasons, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document. 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/claimant by insurer till the date of actual payment.

- f) Conditions in relation to any third party liability claim for which cover is available under this Policy):
 - i) **Defence Costs** incurred by the **Company** by or on behalf of the **Insured** shall first reduce the **Limit of Indemnity**.
 - ii) All claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one claim under this Policy and as having been made at the time when the first claim was made in writing.
 - iii) The **Company** will not settle any claim without the consent of the **Insured**, but if the Insured refuses to consent to any settlement recommended by the **Company** and elects to contest or continue any legal proceedings then the liability of the **Company** shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with the **Company's** prior written consent up to the date of such refusal.
 - iv) In respect of any claim, the **Company** may in its sole and absolute discretion make a payment to the **Insured** (inclusive of **Defence Costs**) of the amount available under the **Limit of Indemnity** or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the **Company** to the **Insured** or any **Insured** under this **Policy** in respect of that claim.
 - v) All amounts expended by the **Company** on its own behalf and on the **Insured's** behalf in the payment of any claim and/or in **Defence Costs** in the course of the investigation, defence and settlement of any **Claim** will reduce the **Limit of Indemnity**.
- g) If, at the time of any claim there is or but for the existence of this **Policy** would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- h) The Insured and any claimant under this **Policy** 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 this Policy whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Company**.
- i) The **Company** shall not be liable to make any payment for a claim made under any Cover until such time as it has been fully satisfied by the **Insured** of the existence and amount of a claim and the **Company's** liability for it.
- j) The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.

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

UIN:

- k) If the **Insured** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

5) Right of Inspection

- The **Company** or its representatives may at any time undertake an inspection of any property or items insured hereunder and shall be entitled to the **Insured's** full cooperation and assistance in such inspection in terms of permitting access and providing information or documentation.
- The **Insured** shall comply with recommendations for improvements or risk minimisation made by the **Company** (with or without an inspection) within the time period specified.
- Nothing in this General Condition 5) shall in any way take away from or reduce the **Insured's** obligations under this Policy (including in particular General Condition 2)) or the **Insured's** disclosure obligations upon inception or renewal, which shall in all cases be assessed as if this General Condition 5) did not exist or any inspection or recommendation made pursuant to it had not been made.
- Any inspection undertaken by the **Company** shall not be or be deemed to be a warranty or assurance that the item so inspected is safe or in proper condition.

6) Renewal and Cancellation

- On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.
- Renewal Condition applicable for Personal Accident Cover only: In case of **Our** own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous.
- Cancellation by You at any time**
 - You can cancel this Policy at any time by giving Us 15 days' notice in writing. The Policy will terminate upon expiry of 15 days' notice in writing after We receive Your notice.
 - If You cancel the Policy, We will refund premium as follows:

Cancellation Period (Days)	Refund Amount as percentage of Annual Premium
Up to 7 Days	100%
8 to 270 days	Pro Rata
271 to 365 days	0%

Note: No premium refund shall be made in respect of Policy on which claim has been lodged by the Insured or a person on behalf of the Insured, whether such claim was admitted or repudiated.

d. Cancellation by Us

This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 15 days written notice. and in such event if no claim has been made then the **Company** shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. Normally, We will not cancel the Policy during the Policy Period except on the grounds of mis- representation, non-disclosure/suppression of material facts, fraud, if any false/fraudulent claim is made, statement, undertaking or declaration is made or used or non-co-operation of the Insured. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled. In cases of cancellation of Policy by Us on grounds of misrepresentation, fraud, non-disclosure of material facts, or for false/fraudulent claim, statement, undertaking or declaration is made or used, premium shall be forfeited, and no refund of premium shall be made by the **Company**.

7) Revision/ Modification of the Policy

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

8) Dispute Resolution

- Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or the quantum of any claim shall be referred to arbitration in accordance with

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
 UIN:

Arbitration and Conciliation Act, 1996, within a period of 30 days of either the **Company** or the **Insured** giving notice in this regard.

- b) The applicable law in and of the arbitration shall be Indian law.
 - c) The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
 - d) It is agreed a condition precedent to any right of action or suit upon this **Policy** that an award by such arbitrator or arbitrators shall be first obtained.
 - e) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.
- 9) **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 **Schedule**.
 - b) Any and all notices and declarations for the attention of the **Insured** shall be posted to the **Insured's** address stated in the **Schedule**

10) **Governing Law**

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

11) **Entire Contract**

This **Policy** constitutes the complete contract of insurance. 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 on the **Policy**.

12) **Territorial Limits**

This **Policy** covers insured events arising during the **Policy Period** within India save in respect of Cover 9 (Personal Accident) and Cover 10 (Baggage). The **Company's** liability to make any payment under any Cover shall be to make payment within India and in Indian Rupees only.

Resolving Issues

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

First Step

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

Second Step

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

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

Bajaj Allianz House, Airport Road, Yerawada, Pune 411 006

E-mail: bagichelp@bajajallianz.co.in

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

13) **Grievance Redressal Procedure**

Bajaj Allianz General Insurance has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

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
 UIN:

<p>Level 1 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options:</p> <ul style="list-style-type: none"> • Our Website @ https://general.bajajallianz.com/Corp/aboutus/general-insurance-customer-service.jsp • Call us on our Toll free no 1800 209 5858 • Mail us on bajichelp@bajajallianz.co.in • Write to Bajaj Allianz General Insurance Co. Ltd.
<p>Level 2 In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer at ggro@bajajallianz.co.in</p>
<p>Level 3 If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back</p> <p>If you are still not satisfied with the solutions provided, write to Head of Customer experience directly at head.customerservice@bajajallianz.co.in.</p> <p>Grievance Redressal Cell for Senior Citizens Bajaj Allianz introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajallianz.co.in</p>

In case your complaint is not fully addressed by the insurer, You may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI or call 155255 . Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

Office Details	Jurisdiction of Office Union Territory, District)
<p>AHMEDABAD - Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@ecoi.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: ecoi.co.in_bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.</p>	<p>Orissa.</p>

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
 UIN:

Office Details	Jurisdiction of Office Union Territory, District)
Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri. G. Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: ecoi.co.in_bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg,	Rajasthan.

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 UIN:

Office Details	Jurisdiction of Office Union Territory, District)
Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	
ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: ecoi.co.in_bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: ecoi.co.in_bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

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Office Details	Jurisdiction of Office (Union Territory, District)
<p>PATNA - Shri. Sadasiv Mishra Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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