

#### Shriram General Insurance Co. Ltd.

IN PARTNERSHIP WITH THE <equation-block>

Regd.&Corpt. Office:E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur (Rajasthan) – 302022

Phone: +91-141-3928400, 3951111 Fax: +91-141-2770692, 2770693 Website: <a href="www.shriramgi.com">www.shriramgi.com</a>E-mail: <a href="customer.feedback@shriramgi.in">customer.feedback@shriramgi.in</a> Toll Free: 1800-103-3009, 1800-300-30000, ISO/IEC 27001:2013 certified

# Road Side Assistance -Bundled Motor 2 Wheeler Policy: Policy Wording

# 1. Operative Clause

SHRIRAM General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

In consideration of the payment of extra premium paid by the insured as mentioned in the policy schedule it is hereby understood and agreed subject to the terms, conditions exclusions and limitations that the company agrees to provide Roadside assistance though the authorised vendor in case of breakdown of the insured vehicle.

#### 2. Definitions:

2.1. **Breakdown:** means mechanical or Electrical Breakdown to the vehicle due to defect, breakage, or part malfunctioning, that prevents the vehicle from being started or used in a safe condition, where the circumstances of the above causes are ascribable to the services included in the Manufacturer's Contractual Warranty conditions.

The following are also considered as breakdown of the Vehicle:

- Lack Of Fuel
- Change Of Fuel
- Run Down Battery
- Flat Tyre/Tyres
- Loss Of The Vehicle Key / Key Closed Inside The Vehicle / Broken Key
- 2.2. Accident: means unintentional damage sustained by the Vehicle in motion, due to: lack of skill, negligence, non-observance of rules and regulations or an accident connected with road traffic or willful or culpable actions by third parties, provoking damage to the Vehicle to such an extent as to render it impossible for the Beneficiary to use it in safe conditions.
- 2.3. **Immobilizing Breakdown:** means mechanical or Electrical breakdown of a vehicle which cannot be repaired on the spot of incident within 60 minutes of labour time.
- 2.4. **Immobilizing Accident:** means accident of a vehicle due to which it is not in a condition to be driven with its own power or on its own wheels and requires the vehicle to be towed.
- 2.5. Covered Area: Covered Area means the area where the Services can be provided. The roadside assistance services is available on National highways, State highways and motorable roads within mainland India,
- 2.6. Covered Distance: The Covered Distance means 'Covered Area upto maximum of 50 kms' driving distance from the breakdown location of the Vehicle to the Authorized Service Provider (ASP) garage, which has been activated to provide the services.

For the purpose of calculation, the Covered Distance will be considered from the breakdown location.

2.7. Cover Period: Cover Period means in respect of each Covered Vehicle, a period coinciding with the period of coverage offered for the Services issued by SGICL for that Covered Vehicle and notified by SGICL.



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- 2.8. **Nearest Garage:** Nearest Garage means vehicle repair shop duly authorised and recognized by SGICL which is nearest to the location of the breakdown or Authorised Service Provider (ASP) which is nearest to the location of the Breakdown. "Authorized Service rovider" or "ASP" means the third party service providers located across India, who have been authorized by SGICL.
- 2.9. User's Home: User's Home means the residential address of the User as notified by SGICL.
- 2.10. User: User means either the registered owner of the Covered Vehicle who holds a valid driving license or a rider of the Covered Vehicle who holds a valid driving license and is authorised to ride the Covered Vehicle by the registered owner at the time of the Breakdown.
- 2.11. Incidental charges:- Incidental charges are costs of items and services that are not part of the main services listed.
- 2.12. You, Your, Yourself: The person or persons We insure as set out in the Schedule.
- 2.13. We, Our, Us: Shriram General Insurance Company Limited.
- 2.14. Insured Vehicle: The vehicle insured by Usunder the policy and as shown on the Schedule.
- 2.15. **Policy Period:** The period between and including the commencement date and expiry date as shown in the "Road Side Assistance" for Motor 2 Wheeler Policy.
- 2.16. Schedule: The Schedule and any annexure or endorsement to it which sets out your personal details and the insurance cover in force.
- 2.17. Geographical Territory: All over India.

## 3. Coverage

We will compensate You for the following:

# 3.1. Towing

### 3.1.1. In case of Break-down:

In the event Covered Vehicle suffers an immobilizing break down due to a mechanical or electrical fault or an accident which cannot be repaired on the spot, you will get the assistance in making arrangement for the Vehicle to be towed to the nearest SGICL Authorised Service Center, using tow trucks in the cities & corresponding covered area where available. SGICL shall only bear the cost of towing the Covered Vehicle for the Covered Distance. Any costs and expenses pertaining to towing of the Covered Vehicle over and above the Covered Distance shall be directly borne by the User.

# 3.1.2. In case of an Accident:

If the User's Covered Vehicle suffers an Accident and the Covered Vehicle cannot be repaired on the spot and becomes immobilized, Service provider will facilitate towing of the Covered Vehicle to the nearest SGICL Authorized Garage/ Nearest Garage. SGICL shall only bear the cost of towing the Covered Vehicle for the Covered Distance. Any costs and expenses pertaining to towing of the Covered Vehicle over and above the Covered Distance shall be directly borne by the User.

# 3.1.3. Towing in case of usage of incompatible fuel

If the User's Covered Vehicle gets immobilized due to usage of incompatible fuel, you will get assistance in making arrangement for the vehicle to be towed to the Nearest Garage provided the User agrees to pay directly the charges and expenses for such services.

#### 3.1.4. Towing / OSR (on site repair) beyond Coverage radius

In case the towing exceeds the covered distance, you will get the service and the extra Kms shall be borne by User



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# 3.2. On Site Minor Repairs-

In the event Covered Vehicle breaks down due to a minor mechanical / electrical fault / accident and immediate repair on the spot is deemed possible within the scope of services, SGICL shall assist User by arranging for a vehicle technician to reach the breakdown location. SGICL will bear labour cost and conveyance costs. Cost of Material & Spare Parts if required to repair the vehicle on the spot and any other incidental conveyance to obtain such material & spare parts will be borne by the User. This service will be provided in city streets, highways, national, regional and local roads, and only if the vehicle is not in a position to be driven to the nearest SGICL Authorized Service Centre.

#### 3.3. Battery Jump Start-

In the event Covered Vehicle is immobilized, while on trip, due to rundown battery, SGICL will assist the User by organizing for a Vehicle technician to jump start the Vehicle with appropriate means. SGICL will bear labour and conveyance costs. If the run down battery has to be replaced with a new battery, the cost of such battery replacement and any costs to obtain the battery will be borne by the User.

### 3.4. Tyre Problem / Change-

In the event Covered Vehicle is immobilized due to a flat tyre, SGICL will assist the User by organizing for a vehicle technician to replace the flat tyre with the spare stepney tyre of the Vehicle at the location of breakdown. SGICL will bear labour cost and round-trip conveyance costs of the provider. Material/spare parts if required to repair the Vehicle (including repair of flat spare stepney tyre) will be borne by the User. In case the spare tyre is not available in the covered Vehicle, the flat tyre will be taken to the nearest flat tyre repair shop for repairs & re-attached to the Vehicle. All incidental charges for the same shall be borne by the User.

# 3.5. Locked/lost keys -

If the keys of the Covered Vehicle are broken/ lost/ misplaced, SGICL (upon receipt of the request of the User) will assist the User on a best effort basis in arranging for another set from his/her place of residence or office to the location of the Covered Vehicle by courier provided SGICL has received the requisite authorisations from the User with regards to the person designated to hand over the same to SGICL. The User is mandatorily required to provide a valid identity proof and proof of ownership of the Covered Vehicle at the time of delivery of the keys.

All costs and incidental charges, if any, shall be directly borne by the User.

# 3.6. Fuel Delivery -

In the event Covered Vehicle runs out of fuel and is immobilized while on a trip, SGICL will assist User by organizing for a Vehicle technician to supply emergency fuel (up to 5 ltrs on a chargeable basis) at the location of breakdown. SGICL will bear labour and conveyance costs. The cost of the fuel will be borne by the User.

# 3.7. Chauffer on demand -

The User can request 'Chauffer Service' on demand and can directly book it through app or contact the Alarm Centre for booking.

SGICLshall merely be a facilitator and shall not be held responsible for quality of services provided. This service shall be a referral service and SGICL shall not be liable for any third party expense incurred for facilitation of this service, the same shall be recovered by the third party directly from the User. If such services are not available at the location of Breakdown, we shall not be held responsible for the same.

# 3.8. Continuation Return Journey (Taxi Support)

In the event where the User's vehicle is immobilized (200 kms away from the address mentioned in the policy schedule) due to a breakdown and is towed to the authorized service centre, SGICL will assist the User by arranging a Taxi to continue the journey to the destination or return to User's home from the location of the breakdown. SGICL endeavour would be to provide the best option available at the time of breakdown on best effort basis. SGICL shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User.

# 3.9. Medical Referral

If a User suffers from any medical problem arising due to a Breakdown or an Accident of the Covered Vehicle, SGICL shall provide contact details of the nearby medical professionals, in order to provide convenience to the



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Users.

SGICL shall merely be a facilitator and shall not be held responsible for quality of services provided by the medical professionals. This service shall be a referral service and SGICL shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User. The role of SGICL shall be limited to sharing of the contact details of medical professionals with the User. If such services are not available at the location of Breakdown, SGICL shall not be held responsible for the same.

#### 3.10. Legal Referral

If a User requires any legal advice at the time of Breakdown or an Accident of the Covered Vehicle, SGICL shall provide contact details of the nearby legal professionals, in order to provide convenience to the Users

SGICL shall merely be a facilitator and shall not be held responsible for quality of services provided by the legal professionals. This service shall be a referral service and SGICL shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User. If such services are not available at the location of Breakdown, SGICL shall not be held responsible for the same.

#### 3.11. Local Travel

In the event that the User's Vehicle is immobilized (200 kms away from the address mentioned in the policy schedule) SGICL shall arrange for an alternate hired car on best availability basis in that area, for the period the Vehicle is under repairs in the Repair Shop/ Garage but not exceeding 2 (two) days on 8 (Eight) hours/ 80 (Eighty) kilometre basis.

SGICL shall merely be a facilitator and shall not be held responsible for quality of services provided by the Travel Agent/Travel Service Provider. This service shall be a referral service and SGICL shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User. If such services are notavailable at the location of Breakdown. SGICL shall not be held responsible for the same.

# 3.12. Accommodation Assistance

In the event the User's Vehicle is immobilized (200 kms away from the address mentioned in the policy schedule) due to a breakdown, while travelling outside home city. SGICL will assist the User by referring and arranging Hotel accommodation. Any costs and expenses relating to this Service shall be directly borne by the User.

# 3.13. Coordination for Repatriation of Vehicle

In the event, the Users Vehicle is immobilized due to breakdown and repair of the immobilized Vehicle takes extended hours for repair or in case of theft of the vehicle, where the vehicle is repaired or recovered after the User has left the place of the incident. breakdown, in those cases SGICL shall make arrangements to repatriate the repaired or recovered vehicle. This arrangement is on Payable basis.'

For such cases. SGICL shall merely be a facilitator and shall not be held responsible for quality of services. SGICL shall not be liable for any third party expense incurred for facilitation of this service. The same shall be recovered by the third party directly from the User



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# 4. Conditions

- 4.1. The Services will be provided on a best effort basis, subject to the terms of the policy and applicable Indian laws.
- 4.2. All Users who have opted for Roadside Assistance Services (RSA) will be included under this program. SGICL shall not be responsible for any delay or failure to provide the Services due to a Force Majeure events, such as Natural calamities including but not limited to floods are specifically excluded under this agreement. Both Parties shall negotiate in good faith and use their best efforts to reach an agreement for facilitation of services at the time of occurrence of such events and depending on the circumstances and situation prevailing then.
- 4.3. SGICL shall not be responsible for any loss of or damage to luggage or other personal effects of the Users that might occur during the performance of the Services.
- 4.4. The facilities shall be availed during the period of Own Damage coverage of the policy issued by SGICL to its Users.
- 4.5. SGICL is not a substitute for public or private local emergency services in course of provision of the Services to the Users.
- 4.6. The Services shall not be provided by SGICL in respect of Covered Vehicles that are used for the purpose of racing, rallying, motor-sports, or in any instance where the Covered Vehicle is not being used /driven in accordance with applicable laws and regulations.
- 4.7. SGICL shall not be responsible to provide any services or incur any costs of any Users other than the defined Services/ costs set out above. If SGICL is contacted by Users for services other than the defined Services, it may at its sole discretion offer such services to the Users at the User's expense and in accordance with the policies of SGICL.
- 4.8. SGICL shall not be responsible in any manner for the transportation of any load on the Covered Vehicles whilst providing the Services. For the purpose of this clause, any goods/item not forming part of the Covered Vehicle such as merchandise, perishable goods, research and scientific equipment, building equipment, furniture etc. shall be construed as the load on the Covered Vehicle.
- 4.9. SGICL shall have the sole discretion to decide as to whether a good/ item forms part of the Covered Vehicle. SGICL's decision in this regard shall be final and Users shall not be entitled to dispute the same.
- 4.10. All Services shall be provided by SGICL on a best effort basis, subject to local availability of an Authorized Service Provider. SGICL will provide the option to user based upon the availability of service providers at the time of event of incident. Option of service providers will depend upon area of incident. In the event, it is not reasonably feasible to organize the Services due to unavailability of an Authorized Service Provider, SGICL shall propose the best alternative available. As a measure of prudence, the User is advised to use his/her judgment prior to availing any services.
- 4.11. SGICL shall not be accountable, responsible or liable for consequential damages arising out of repair on the spot/towing or any other road side assistance Services.
- 4.12. SGICL shall make all possible efforts to locate and direct the nearest Authorized Service Provider to the User's location. It will be service provider's responsibility to ensure that the representatives of the Authorized Service Provider reach the User within a reasonable period of time. However, in certain circumstances, the period of response could be impacted by a variety of extraneous factors, such as peak traffic, extreme climatic conditions, public holidays, remote location, Force Majeure events, etc. In such circumstances, Service Provider shall not be liable for any losses to the User/SGICL in respect of any delay by the Authorized Service Provider in reaching the spot of Breakdown.
- 4.13. This Services shall be provided to the Users only when the Covered Vehicle suffers a Breakdown while being driven on a motorable road with public access. The Services shall not be provided to Users in respect of routine repairs/services at the User's Home or other locations.



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4.14. To control unrealistic, abuse & misuse of services SGICL's instructions are final and binding.

# 5. Cancellation

The Company may cancel the policy on grounds of mis-representation, fraud, non - disclosure of material facts or non-cooperation of the insured by sending seven day notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the prorata portion thereof for the un-completed year's period the Policy has been in force.

The policy may be cancelled at any time by the insured on seven day notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force subject to submission of proof that vehicle is insured elsewhere at least for Liability Only cover and original certificate of insurance

In all such eventualities, the balance premium for a complete non-incepted policy year (if any), will be refunded to the insured on full scale basis.

In case of total / constructive loss of insured vehicle policy will be cancelled and only third party premium for the full unexpired years shall be refunded.

Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).

The short period scale table:

Un-Completed Year's Period	% of Annual Premium Rate
Not exceeding 1 Months	20%
Exceeding 1 Months but not exceeding 2 Months	30%
Exceeding 2 Months but not exceeding 3 Months	40%
Exceeding 3 Months but not exceeding 4 Months	50%
Exceeding 4 Months but not exceeding 5 Months	60%
Exceeding 5 Months but not exceeding 6 Months	70%
Exceeding 6 Months but not exceeding 7 Months	80%
Exceeding 7 Months but not exceeding 8 Months	90%
Exceeding 8 Months	Full annual premium/ rate

# **Cancellation of Policy in Double Insurance**

When the insured vehicle is covered under another policy with identical cover, then the policy commencing later may be cancelled by the insured subject to the following:

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by cancelling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of un-completed year's premium & the balance premium for a complete non-incepted policy year (if any), will be refunded to the insured on full scale basis & thereon is to be allowed.

If however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at short period scale for the un-completed year's period the policy was in force prior to cancellation & the balance premium for a complete non-incepted policy year (if any), will be refunded to the insured on full scale basis.

In all such eventualities, return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons).



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In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the uncompleted year's period when both the policies were in operation, but prior to cancellation of one of the policies.

# 6. Procedure of Receiving Services:

We have tied-up with Service provider who will be offering these services to you on our behalf.

To avail of this service all you have to do is call.....

When requesting Services, you will comply with the following terms and conditions:

- Call immediately the toll free number / Telephone Number provided here,
- Take all reasonable measures to limit and prevent possible consequences of the Breakdown
- Provide the your / user beneficiary Information.

In order to entitle the relevant Users to the Services, the insured Vehicle must be immobilised within the Covered geographical territory. Avehicle is considered as immobilised as long as it cannot be driven as a result of a breakdown or an accident. However, the state of being out of use for maintenance or repair purposes is not considered as immobilisation.



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Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

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

We do our best to ensure that our customers are delighted with the service they receive from us. 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 to 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 Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

Contact Person: Chief Compliance and Grievance Officer

Contact Address: Shriram General Insurance Co. Ltd.

E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022

**Grievance Cell No:** 1800-100-3009, 1800-300-30000

**E-mail ID:** <u>md@shriramgi.com</u> **Fax No.:** 91-141-2770693

You can also reach us by email or register their complaints on the website of the Company.

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:

	Ombudsman Offices		
Gujarat, Dadra & Nagar Haveli,	Insurance Ombudsman Office of the Insurance Ombudsman		
Daman and Diu	2 <sup>nd</sup> Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road,		
	<b>AHMEDABAD</b> – 380 014		
	Tel.079- 27546150/139, Fax:079-27546142		
	E-mail: bimalokpal.ahmedabad@gbic.co.in		
Karnataka	Shri, M. Parshad		
	Insurance Ombudsman Office of the Insurance Ombudsman		
	JeevanSoudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP		
	Nagar Ist Phase, <b>BENGALURU</b> – 560 078		
	Tel. 080 – 26652048 / 49		
	E-Mail: bimalokpal.bengaluru@gbic.co.in		
Madhya Pradesh & Chhattisgarh	Insurance Ombudsman, Office of the Insurance Ombudsman		
	Janak Vihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New		
	Market, <b>BHOPAL</b> - 462 003		
	Tel. 0755-2769201/02 Fax:0755-2769203		
	E-mail: bimalokpal.bhopal@gbic.co.in		
Orissa	Shri. B. N. Mishra		
	Insurance Ombudsman, Office of the Insurance Ombudsman		
	62, Forest Park, <b>BHUBANESHWAR</b> – 751 009		
	Tel.0674-2596461 / 2596455, Fax - 0674-2596429		
	E-mail: bimalokpal.chandigarh@gbic.co.in		
Punjab, Haryana,	Insurance Ombudsman Office of the Insurance Ombudsman		
Himachal Pradesh,	S.C.O. No.101, 102 & 103 2 <sup>nd</sup> floor, Batra Building, Sector 17-D,		
Jammu & Kashmir,	<b>CHANDIGARH</b> – 160 017		
Chandigarh	Tel.: 0172-2706196 / 2706468, Fax: 0172-2708274		
	E-mail: bimalokpal.chandigarh@gbic.co.in		



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Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.	Shri. N. P. Bhagat Insurance Ombudsman, Office of the Insurance Ombudsman 6 <sup>th</sup> Floor , JeevanBhawan, Phase II, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522- 2231330 / 31, Fax: 0522-2231310 E-mail: bimalokpal.lucknow@gbic.co.in
Delhi	Smt. SandhyaBaliga
	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building. Asaf Ali Road, <b>NEW DELHI</b> – 110 002 Tel. 011-23239633 / 23237532, Fax: 011-23230858 E-mail: bimalokpal.dehli@gbic.co.in
Goa, Mumbai Metropolitan	Insurance Ombudsman, Office of the Insurance Ombudsman,
Region excluding Navi Mumbai & Thane.	3 <sup>rd</sup> Floor, JeevanSeva Annexe, S. V. Road, Santacruz (W),
& I nane.	MUMBAI – 400 054 Tel: 022-26106552 / 26106960, Fax: 022-26106052
	E-mail: bimalokpal.mumbai@gbic.co.in
West Bengal, Sikkim,	Shri. K. B. Saha
Andaman & Nicobar Islands.	Insurance Ombudsman, Office of the Insurance Ombudsman Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, <b>KOLKATA</b> – 700 072 Tel.: 033 - 22124339 / 22124340, Fax: 033-22124341
	E-mail: bimalokpal.kolkata@gbic.co.in
Kerala, Lakshadweep, Mahe- a part of Pondicherry.	Shri. P. K. Vijayakumar Insurance Ombudsman, Office of the Insurance Ombudsman
Mane a part of Fondienerry.	2 <sup>nd</sup> Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road,
	ERNAKULAM – 682 015
	Tel.: 0484 - 2358759 / 2359338, Fax:0484-2359336 E-mail: bimalokpal.ernakulam@gbic.co.in
Assam, Meghalaya, Manipur,	Insurance Ombudsman Office of the Insurance Ombudsman
Mizoram, Arunachal Pradesh,	JeevanNivesh, 5 <sup>th</sup> Floor, Nr. PanbazarOverbridge, S.S. Road,
Nagaland and Tripura	GUWAHATI – 781 001 (ASSAM)
	Tel.: 0361-2132204 / 2132205, Fax:0361-2732937 E-mail: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana,	Insurance Ombudsman, Office of the Insurance Ombudsman,
Yanam and part of Territory of	6-2-46, 1 st floor, "Moin Court", Lane Opp. Saleem Function Palace, A.C. Guards,
Pondicherry.	Lakdi-Ka-Pool, <b>HYDERABAD</b> – 500004 Tel.: 040 - 65504123 / 23312122, Fax: 040-23376599
	E-mail: bimalokpal.hyderabad@gbic.co.in
Tamil Nadu, Pondicherry Town	Insurance Ombudsman Office of the Insurance Ombudsman
and Karaikal (which are part of	Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet,
Pondicherry)	<b>CHENNAI</b> – 600 018 Tel. 044-24333668 / 24335284, Fax: 044-24333664
	E-mail: bimalokpal.chennai@gbic.co.in
Rajasthan	Shri. Ashok K. Jain
	Insurance Ombudsman Office of the Insurance Ombudsman
	JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <b>JAIPUR</b> - 302 005



# Shriram General Insurance Co. Ltd.

IN PARTNERSHIP WITH THE 🛜 Sanlam GROUP

Regd.&Corpt. Office:E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur (Rajasthan) – 302022

Phone: +91-141-3928400, 3951111 Fax: +91-141-2770692, 2770693 Website: <a href="www.shriramgi.com">www.shriramgi.com</a>E-mail: <a href="customer.feedback@shriramgi.in">customer.feedback@shriramgi.in</a> Toll Free: 1800-103-3009, 1800-300-30000, ISO/IEC 27001:2013 certified

	Tel.: 0141 – 2740363
	Email: Bimalokpal.jaipur@gbic.co.in
State of Uttaranchal and the	Shri. Ajesh Kumar
following Districts of Uttar	Insurance Ombudsman Office of the Insurance Ombudsman
Pradesh:	BhagwanSahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt:
Agra, Aligarh, Bagpat, Bareilly,	GautamBuddh Nagar, U.P-201301
Bijnor, Budaun, Bulandshehar,	NOIDA
Etah, Kanooj, Mainpuri,	Tel.: 0120-2514250 / 2514252 / 2514253
Mathura, Meerut, Moradabad,	Email: bimalokpal.noida@gbic.co.in
Muzaffarnagar, Oraiyya,	1 0
Pilibhit, Etawah, Farrukhabad,	
Firozbad, Gautambodhanagar,	
Ghaziabad, Hardoi,	
Shahjahanpur, Hapur, Shamli,	
Rampur, Kashganj, Sambhal,	
Amroha, Hathras,	
Kanshiramnagar, Saharanpur.	
Bihar, Jharkhand	ShriSadasiv Mishra
,	Insurance Ombudsman Office of the Insurance Ombudsman
	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur,
	PATNA 800 006.
	Tel.: 0612-2680952
	Email: bimalokpal.patna@gbic.co.in
Maharashtra, Area of Navi	Shri, A. K. Sahoo
Mumbai and Thane excluding	Insurance Ombudsman Office of the Insurance Ombudsman
Mumbai Metropolitan Region.	JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan
	Peth, <b>PUNE</b> – 411 030.
	Tel.: 020-41312555
	Email: bimalokpal.pune@gbic.co.in
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