

## COMPREHENSIVE CARE PLAN

### Policy Wordings

#### SECTION A) PREAMBLE

WHEREAS the Insured named in the Schedule has applied to Bajaj Allianz General Insurance Company Limited (hereinafter called "the Company") for the insurance herein contained, the Company agrees subject to:

- 1) any proposal or other information supplied by or on behalf of the Insured:
  - a) disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks insured hereby, and
  - b) forming the basis of this insurance, and
- 2) the Insured having paid and the Company having received the premium on or before the due date thereof to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

#### SECTION B) DEFINITIONS- STANDARD DEFINITIONS

For the purposes of this Policy, the following words shall have the meanings as set forth below:

- 1. Accident, Accidental**  
An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Cumulative Bonus**  
Cumulative Bonus means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium
- 3. Condition Precedent**  
Condition Precedent means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon
- 4. Congenital Anomaly**  
Congenital Anomaly means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - a. Internal Congenital Anomaly- Congenital anomaly which is not in the visible and accessible parts of the body
  - b. External Congenital Anomaly- Congenital anomaly which is in the visible and accessible parts of the body
- 5. Day care centre**  
A day care centre means any institution established for day care treatment of illness and / or injuries or a medical set -up with a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-
  - i. has qualified nursing staff under its employment,
  - ii. has qualified medical practitioner(s) in charge,
  - iii. has a fully equipped operation theatre of its own where surgical procedures are carried out
  - iv. maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
- 6. Disclosure to information norm**  
The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 7. Grace Period**  
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.
- 8. Hospital:**  
A 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:
  - i. has qualified nursing staff under its employment round the clock;
  - ii. 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;
  - iii. has qualified medical practitioner(s) in charge round the clock;
  - iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - v. maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.
- 9. Illness**  
Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function 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:
    - i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
    - ii. it needs ongoing or long-term control for relief of symptoms
    - iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - iv. it continues indefinitely
    - v. it recurs or is likely to recur.

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### 10. Injury

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.

### 11. Medical Advice:

Medical advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow up prescription.

### 12. Medical Practitioner/Doctor/ Physician:

Medical Practitioner means 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 or Ayurvedic and or such other authorities 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 its scope and jurisdiction of license.

### 13. Notification of Claim:

Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication

### 14. Portability:

Portability means the right accorded to an individual health insurance policyholder (including all members under family cover) to transfer the credit gained for pre-existing conditions and time-bound exclusions from one insurer to another.

### 15. Pre-Existing Disease:

Pre-existing disease means any condition, ailment or injury or disease

- That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement **Or**
- For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

### 16. Qualified Nurse:

Qualified nurse means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

### 17. Renewal

Renewal means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

### 18. Subrogation

Subrogation means 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.

### 19. Surgery or Surgical Procedure

Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner

## SECTION B) DEFINITIONS- SPECIFIC DEFINITIONS

- Bank** means a banking company which transacts the business of banking in India.
- Beneficiary:** In case of death of the Insured, the Beneficiary means, unless stipulated otherwise by the Insured, the surviving Spouse or immediate blood relative of the Insured, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured's legal heirs. For all other benefits, the Beneficiary means the Insured himself unless stipulated otherwise.
- Burglary** means the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with an intention to steal contents therefrom.
- Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, and the consequences of Martial law.
- Company** means Bajaj Allianz General Insurance Company Limited.
- Compensation** means Sum Insured, total Sum Insured or percentage of the Sum Insured, as appropriate.
- Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.  
  
This clause shall not apply to any Benefit offered on fixed benefit basis.
- Confirmation** means confirmation of availability of Insurance issued by the Company to the Insured confirming that the Insured is entitled to insurance coverage under this Policy.

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9. **Contents** means household goods (such as furnitures, fixtures, fittings, home appliances or items of like nature) and personal effects (such as clothes and other articles of personal nature likely to be worn, used or carried but excluding Jewellery and Valuables) so long as they are owned by the Insured and the Insured is legally responsible for them and which are not used for any commercial or profit generating purpose.
10. **Dependent Child** refers to a child (natural or legally adopted) up to the age of 21 years and studying at an accredited educational institution, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
11. **EMI** means the equated monthly installment of Insured's Loan as specified in the Schedule.
12. **Excess** means an amount of expenses to be incurred by the Insured before the compensation under the Policy shall become payable and shall not be reimbursed by the Company.
13. **Financial Institution** means a non-banking institution as defined under Section 45-I of the Reserve Bank of India Act, 1934.
14. **Foreign War** means armed opposition, whether declared or not between two countries.
15. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in the Schedule to this Policy. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
16. **Insured Event** means any event specifically mentioned as covered under this Policy.
17. **Insured Premises** means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes.
18. **Jewellery** means articles of precious stones, gold, silver or other precious metals.
19. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution and shall be identified by the Loan Account Number as specified in the Schedule.
20. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured.
21. **Occupation** means Insured's occupation as mentioned in the Proposal and Schedule.
22. **Policy Period** means the period commencing from policy start date and hour as specified in the Schedule and terminating at midnight on the policy end date as specified in of the Schedule to this Policy.
23. **Physical Separation** as regards the hand means actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
24. **Policy** means the Proposal, policy wording, the Schedule, any extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.
25. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
26. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the Loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank/ Financial Institution prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
27. **Professional Sports** means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.
28. **Proposal** means the proposal form and other information and documentation supplied to the Company in considering whether and on what terms to offer this insurance.
29. **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.

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- 30. Safe** means a strong fixed cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and access to which is restricted.
- 31. Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
- 32. Spouse** means the Insured's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
- 33. Sum Insured** means and denotes, for the purpose of Section 1 (Critical Illness Cover), Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover), the amount of cover available to the Insured, subject to the terms and conditions of this Policy and as stated in the Schedule, which is the maximum aggregate liability of the Company under this Policy w.r.t. these three Sections, except as the Company has agreed w.r.t. Dependent Children's Education Benefit.  
Sum Insured means and denotes, for the purpose of Section 4 (Fire and Allied Perils Cover) and Section 5 (Burglary and Robbery Cover), the amount stated in the Schedule, which is the maximum amount (regardless of the number of amount of claims made or the number of the insured who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Section to which the Sum Insured relates during the Policy Period
- 34. Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier and is flown by authorized licensed pilot.
- 35. Valuables** means:
- watches or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
- 36. War** means war, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

### Overriding Effect of Definitions of the Schedule

The terms and conditions contained herein and in the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

## SECTION C) COVERAGE

### COVER A

#### SECTION 1: CRITICAL ILLNESS COVER

Insured event: For the purposes of this Section and the determination of the Company's liability under it, the Insured Event in relation to the Insured, shall mean any illness, medical event or surgical procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of the Policy Period and shall only include:

- a) First Diagnosis of the below-mentioned illnesses more specifically described below:**
- Cancer of Specified Severity
  - Kidney Failure Requiring Regular Dialysis
  - Multiple Sclerosis With Persisting Symptoms
  - Benign Brain Tumor;
  - Parkinson's Disease;
  - Alzheimer's Disease;
  - End Stage Liver Disease;
  - Primary Pulmonary Arterial Hypertension;
- b) Undergoing for the first time of the following surgical procedures, more specifically described below:**
- Major Organ/Bone Marrow Transplant
  - Open Heart Replacement or Repair of Heart Valves
  - Open Chest CABG;
  - Surgery of Aorta;
- c) Occurrence for the first time of the following medical events more specifically described below:**
- Stroke Resulting in Permanent Symptoms
  - Permanent Paralysis of Limbs
  - First Heart Attack of Specified Severity
  - Major Burns;
  - Coma of Specified Severity

The Insured Event under this Section and the conditions applicable to the same are more particularly defined below:

**COMPREHENSIVE CARE PLAN****1. Cancer of Specified Severity**

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma. The following are excluded –

- a) All tumours which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond.
- c) Malignant melanoma that has not caused invasion beyond the epidermis
- d) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below.
- f) Chronic lymphocytic leukaemia less than RAI stage 3.
- g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification.
- h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;.

**2. First Heart Attack of Specified Severity**

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria: a) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain); b) new characteristic electrocardiogram changes; c) elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

- a) The following are excluded:
- b) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T.
- c) Other acute Coronary Syndromes.  
Any type of angina pectoris.

**3. Open Chest CABG**

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:

- a) Angioplasty and/or any other intra-arterial procedures.
- b) any key-hole or laser surgery.

**4. Stroke Resulting in Permanent Symptoms**

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, hemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

1. Transient ischemic attacks (TIA).
2. Traumatic injury of the brain.
3. Vascular disease affecting only the eye or optic nerve or vestibular functions.

**5. Permanent Paralysis of Limbs**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**6. Kidney Failure Requiring Regular Dialysis**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

**7. Major Organ/Bone Marrow Transplant**

The actual undergoing of a transplant of:

- a) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- b) Human bone marrow using haematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- a) Other stem-cell transplants.
- b) Where only islets of langerhans are transplanted.

**8. Multiple Sclerosis With Persisting Symptoms**

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following::

- a) investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and

II. Neurological damage due to SLE is excluded.

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### 9. Open Heart Replacement OR Repair of Heart Valves

The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### 10. Benign Brain Tumor

A benign intracranial tumor where the following conditions are met:

- The tumor is life threatening;
- It has caused damage to the brain; and
- It has undergone surgical removal or, if inoperable has caused permanent neurological deficit certified by a neuro-surgeon.

The following are excluded: Cysts, Granulomas, Vascular Malformations, Haematomas, Tumors of the pituitary gland or spine or tumors of acoustic nerve.

### 11. Parkinson's disease

The occurrence of Parkinson's Disease where there is an associated neurological deficit that results in permanent inability to perform independently atleast three of the activities of daily living as defined below:

- Transfer: Getting in and out of bed without requiring external physical assistance.
- Mobility: The ability to move from one room to another without requiring any external physical assistance.
- Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance.
- Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means.
- Eating: All tasks of getting food into the body once it has been prepared.

Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

### 12. End Stage Liver Disease

End stage liver disease resulting in cirrhosis and evidenced by all of the following criteria: a) permanent jaundice, b) ascites, c) encephalopathy, d) portal hypertension.

Liver disease secondary to alcohol or drug misuse is excluded.

### 13. Surgery of Aorta

The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft.

### 14. Alzheimer's disease

Clinically established diagnosis of Alzheimer's Disease (presenile dementia) resulting in a permanent inability to perform independently three or more activities of daily living – bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication – or resulting in need of supervision and permanent presence of care staff due to the disease. These conditions have to be medically documented for at least 3 months.

### 15. Major Burns

Third degree burns covering atleast 50% of body surface area.

### 16. Coma of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs.

This diagnosis must be supported by evidence of all of the following:

- no response to external stimuli continuously for at least 96 hours;
- life support measures are necessary to sustain life; and
- permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

### 17. Primary Pulmonary Arterial Hypertension

The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.

## A. BENEFIT PAYABLE UNDER SECTION 1

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured as stated against Section 1 (Critical Illness Cover) under the Schedule on the occurrence of an Insured Event as stated above under this Section.

## B. SPECIFIC CONDITIONS APPLICABLE TO SECTION 1

The cover under Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) this Policy, for the specific Insured, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section and payable upto the full Sum Insured. In consequence thereof, no benefit shall be payable under any Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) of this Policy in respect of the specific Insured. However, in case where only partial Sum Insured is

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paid under this Section, then coverage under Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) of this Policy will still exist on the balance Sum Insured for the specific Insured

**SECTION 2: ACCIDENT PROTECTION COVER**

Insured Event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to the Insured, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of a) death or b) Permanent Disablement (more specifically defined herein below) of the Insured. For the purposes of this Section, Permanent Disablement shall mean as per the table B below:

**TABLE OF BENEFITS – TABLE (A)**

Permanent Disablement		Compensation Expressed as a Percentage of Sum Insured
1)	Permanent Total Loss of two Limbs	100%
2)	Permanent Total Loss of Sight in both eyes	100%
3)	Permanent Total Loss of Sight of one eye and one Limb	100%
4)	Permanent Total Loss of one Limb	50%
5)	Permanent Total Loss of Sight of one eye	50%

**Specific Definitions for Table (A)**

- 1) Limb means the hand above the wrist joint or foot above the ankle joint.
- 2) Loss used with reference to Limb means the loss by physical severance or the total and permanent loss of use of such Limb.
- 3) Loss of Sight means the total and irrecoverable loss of sight. This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**A. BENEFIT PAYABLE UNDER SECTION 2**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the applicable percentage of the Sum Insured in relation to the Insured as stated against Section 2 (Accident Protection Cover) under the Schedule on the occurrence of an Insured Event as stated above under this Section.

1. **Dependent Children's Education Benefit:** If the Company has accepted a claim for the Insured under this Section for death/ permanent total Loss of two Limbs/ permanent total Loss of Sight in both eyes/ permanent total Loss of Sight of one eye and one Limb, then the Company will make an additional one-time payment of the lower of Rs. 2,50,000 and 3% of the Sum Insured as stated in the Schedule against Section 2 (Accident Protection Cover) for per dependent child upto the age of 21 years and studying at an accredited educational institution on the date the Insured met with the an accidental bodily injury for a maximum of two children of the Insured Person.

**B. SPECIAL CONDITIONS APPLICABLE TO SECTION 2**

- 1) The cover under Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) this Policy, for the specific Insured, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section and payable upto the full Sum Insured. In consequence thereof, no benefit shall be payable under any Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) of this Policy in respect of the specific Insured. However, incase where only partial Sum Insured is paid under this Section, then coverage under Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) of this Policy will still exist on the balance Sum Insured for the specific Insured.

If applicable and if payment has been made under the permanent disablement section, any amounts(s) paid under that section would be deducted from payment of a claim under accidental death section of the Policy.

The total amount payable in respect of more than one disablement due to the same Accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Sum Insured for this Section.

- 2) If the Insured changes his Occupation and if there is a change in the nature of job, then the Insured must tell the Company in writing within 30 days of the change. If the Insured does not do this, then insurance under this cover will cease as far as the Insured is concerned from the date that the Insured changed his Occupation.

**SECTION 3: EMI PAYMENT COVER**

Insured event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to the Insured, shall mean termination from employment of the Insured during the Policy Period as per the employer's rules/ regulations and/or executed/ implemented by the employer in compliance of any laws for the time being in force and/or any directives by any Public Authority.

**A. BENEFIT PAYABLE UNDER SECTION 3**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the amount corresponding to the Insured's contribution in the EMI amount falling due in respect of the Loan after the

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commencement of the Insured Event till the reinstatement of employment of the Insured with the same employer or a new employer whichever is earlier subject to a maximum of three EMI's against Section 3 (EMI Payment Cover) for the specific Insured during the policy period

This benefit shall be available for salaried persons only up to the age of 65 years.

### B. SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

- 1) A claim under this Section shall become admissible provided the period of termination from employment of the Insured is not less than 30 consecutive days ("Retrenchment Period").
- 2) The benefit under this Section is available only for salaried employees.
- 3) The cover as described under this Section for specific Insured shall terminate in the event one or more claim(s) in respect of that Insured becoming admissible and accepted by the Company under this Section and the Company admitting liability to the extent of three EMI s against Section 3 (EMI Payment Cover) for the Insured.
- 4) For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank/ Financial Institution prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

### COVER B

#### SECTION 4: FIRE AND ALLIED PERILS COVER

Coverage under this Cover B, Section 4 shall be as per Bajaj Allianz General Insurance Company Ltd. Bharat Griha Raksha Policy Wordings which is attached hereto as annexure.

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Cover B, Section 4, 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 Bajaj Allianz General Insurance Company Ltd Bharat Griha Raksha Policy Wordings which is attached hereto as annexure shall prevail over these Policy Wordings.

#### SECTION 5: BURGLARY AND ROBBERY COVER

The Company will indemnify the Insured in respect of:

- 1) loss of or damage to the Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;
- 2) actual physical damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period;
- 3) loss of or damage to the Jewellery whilst contained in a locked Safe in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period.  
Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby.

Excess: 5% of the claim amount subject to a minimum of Rs.5000 for each and every claim

### A. SPECIFIC CONDITIONS APPLICABLE TO SECTION 5

- 1) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:-
  - a) If the nature of the occupation of or other circumstances affecting the Insured Premises be changed.
  - b) If the Insured Premises containing the Contents and Jewellery becomes unoccupied and so remains for a period of more than thirty (30) days.
  - c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

#### Special Condition Applicable for Cover B (Section 5)

In case of any claim being admissible and payable up to the full Sum Insured Burglary (Contents including jewellery), then coverage under this section of the policy will cease to exist for this section. However, in case only partial Sum Insured is paid under this section of this policy, then the policy will still exist on the balance Sum Insured for this cover during the policy period

#### Waiver of Condition of Average

Wherever the Sum Insured for Burglary & Robbery Cover of Comprehensive Care Plan shall be automatically linked to the Sanctioned Loan Amount of the Proposer, condition of average shall be waived off for this cover since in such case there would be no specific declaration from the Proposer towards the value at risk of the respective assets to be insured.

### SECTION D) EXCLUSIONS UNDER THE POLICY - SPECIFIC EXCLUSIONS

#### 1. GENERAL EXCLUSIONS APPLICABLE TO THIS POLICY

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1) Acts of Terrorism: This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state



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legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

However, this exclusion will not be applicable to Section 2 (Accident Protection Cover) of this Policy.

- 2) War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.  
In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3) Directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- 4) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- 5) Arising or resulting from the Insured committing any breach of the law with criminal intent.
- 6) Any loss or damage resulting from deliberate or intentional acts of the insured
- 7) Directly or indirectly caused by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drugs. However, this exclusion will not apply if the insured's inebriated condition has not contributed to the cause of accident or the Insured in inebriated condition had a mere presence at the site of accident without contributing to the cause of accident.
- 8) Arising out of or as a result of any act of self-destruction or self inflicted injury, attempted suicide or suicide.
- 9) Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex Syndrome (ARCS) and all diseases caused by and/or related to the HIV.
- 10) Any consequential or indirect loss or expenses arising out of or related to any Insured Event.
- 11) Arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization.
- 12) Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.

## 2. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

### I. **Waiting Period**

The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, arising within the first 90 days of the commencement of the Policy Period. In case of enhancement of Sum Insured, the waiting period shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced sum insured) if the Policy is a renewal of Comprehensive Care Plan Policy without break in cover

### II. **General Exclusion**

- 1) Any Insured Event arising on account of or in connection with any Pre-Existing Disease.
- 2) If the Insured does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical/surgical procedure.
- 3) The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of the Policy Period.
- 4) Any congenital anomaly including internal and external congenital anomaly.
- 5) Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
- 6) Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy as a Part of the Schedule under Special Conditions.
- 7) Birth control procedures and hormone replacement therapy.
- 8) Any treatment/ surgery for change of sex or any cosmetic surgery or treatment/ surgery/ complications/ illness arising as a consequence thereof.

## COMPREHENSIVE CARE PLAN

### 3. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

The Company shall not be liable under this Section for:

#### I. General Exclusion

- 1) Payment under more than one of the categories specified (Death or Permanent Disablement) in the Benefit Payable in respect of the Insured.
- 2) Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling 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.
- 3) Payment of compensation in respect of death, injury or disablement of Insured resulting: (a) from engaging in or participation in adventure sports including but not limited to winter sports, skydiving/ parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the Policy; (b) directly or indirectly caused by venereal disease or insanity.
- 4) Payment of compensation in respect of death or Permanent Disablement arising from or resulting directly or indirectly from any Illness to any Insured, except where such condition arises directly as a consequence of any Accidental Injury during the Policy Period.
- 5) No sum shall be payable under this Section for any injury/ disablement/ death directly or indirectly arising out of or contributed to any Pre-Existing Disease.

### 4. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

#### I. Waiting Period

1. Unemployment at the time of inception of the Policy Period or arising within the first ninety (90) days of inception of the Policy Period. This exclusion shall not apply to an Insured for whom coverage has been renewed without break for subsequent years.

#### II. General Exclusion

- 1) The Company shall not be liable to make any payment under this Section in the event of termination from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
- 2) The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a) Self employed persons;
  - b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c) Any voluntary unemployment;
- 3) Any unemployment from a job under which no salary or any remuneration is provided to the Insured.
- 4) Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.
- 5) Any unemployment due to resignation, retirement whether voluntary or otherwise.
- 6) Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

### 5. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 5

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

- 1) Any loss or damage where the Insured or any member of the Insured's family is or is alleged to be concerned or implicated.
- 2) Loss of or damage to livestock, motor vehicles and pedal cycles.
- 3) Loss of or damage to Valuables, unless otherwise expressly stated in the Policy.
- 4) Jewellery from any safe following the use of a key to gain access to the Safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by Burglary and/or Robbery.
- 5) Loss or damage to the property insured if it was under the course of construction, unless otherwise expressly stated in the Policy.

## SECTION E) GENERAL CONDITIONS APPLICABLE TO THIS POLICY- STANDARD GENERAL TERMS AND CLAUSES

### I. Conditions precedent to the contract

#### 1. Disclosure of information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

#### 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the Insured Person for the Company to make any payment for claim(s) arising under the policy

**COMPREHENSIVE CARE PLAN****II. Conditions when claims arises****3. Fraud**

- i. If any claim made by the Insured beneficiary, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured beneficiary or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.
- ii. Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.
- iii. For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured beneficiary or by his agent or the hospital/ doctor/any other party acting on behalf of the Insured beneficiary, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:
  - a) the suggestion, as a fact of that which is not true and which the Insured beneficiary does not believe to be true;
  - b) the active concealment of a fact by the Insured beneficiary having knowledge or belief of the fact;
  - c) any other act fitted to deceive; and
  - d) any such actor omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the Insured beneficiary / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer

**4. Claim Settlement. (provision for Penal interest)**

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall 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 shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

**5. Complete Discharge**

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim

**6. Multiple Policies**

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/ she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

**7. Nomination**

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy

**III. Conditions for renewal of the contract****8. Possibility of Revision of Terms of the Policy Including the Premium Rates:**

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

**9. Withdrawal of Policy**

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.
- ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. as per IRDAI guidelines, provided the policy has been maintained without a break.

**10. Renewal of Policy**

The policy shall ordinarily be renewable except on misrepresentation by the insured person. grounds of fraud, misrepresentation by the insured person.

**COMPREHENSIVE CARE PLAN**

- i. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.
- v. No loading shall apply on renewals based on individual claims experience

**IV. Conditions applicable during the contract**

**11. Free Look Period**

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of fifteen days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or
- ii. where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or
- iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period

**12. Cancellation**

- i. The policyholder may cancel this policy by giving 15days'written notice and in such an event, the Company shall refund a pro-rata premium for the unexpired Policy Period . . The Company will refund premium on a short period scale as per Table below by reference to the time that cover is provided for

**a. If the Policy is issued for 1 Year:**

Period on risk	% of Premium to be Refunded
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding 6 months	No Refund

**b. If the policy is issued for 2 years:**

Period on risk	% of Premium to be Refunded
Upto 1 Year	25% of premium
Exceeding 1 Year	No Refund

**c. If the policy is issued for 3 Years:**

Period on risk	% of Premium to be Refunded
Up to 1 Year	45% of premium
Up to 2 Years	11% of premium
Exceeding 2 Years	No Refund

Note : No refunds of premium will be made under the Policy during the last year of the Policy Period (in case of long term policy). Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

- ii. The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

**13. Grievance Redressal Procedure**

The company has always been known as a forward-looking customer centric organization. It takes immense pride in its approach of "Caringly Yours". To provide you with top-notch service on all fronts, the company has provided with multiple platforms via which you can always reach out to us at below mentioned touch points

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1. Our toll-free number 1-800-209- 5858 or 020-30305858, say Say "Hi" on WhatsApp on +91 7507245858
2. Branches for resolution of your grievances / complaints, the Branch details can be found on our website [www.bajajallianz.com/branch-locator.html](http://www.bajajallianz.com/branch-locator.html)
3. Register your grievances / complaints on our website [www.bajajallianz.com/about-us/customer-service.html](http://www.bajajallianz.com/about-us/customer-service.html)
4. E-mail
  - a) Level 1: Write to [bagichelp@bajajallianz.co.in](mailto:bagichelp@bajajallianz.co.in) and for senior citizens to [seniorcitizen@bajajallianz.co.in](mailto:seniorcitizen@bajajallianz.co.in)
  - b) Level 2: In case you are not satisfied with the response given to you at Level 1 you may write to our Grievance Redressal Officer at [ggro@bajajallianz.co.in](mailto:ggro@bajajallianz.co.in)
  - c) Level 3: If in case, your grievance is still not resolved, and you wish to talk to our care specialist, please give a missed call on +91 80809 45060 OR SMS To 575758 and our care specialist will call you back
5. If you are still not satisfied with the decision of the Insurance Company, you may approach the Insurance Ombudsman, established by the Central Government for redressal of grievance. Detailed process along with list of Ombudsman offices are available at [www.cioins.co.in/ombudsman.html](http://www.cioins.co.in/ombudsman.html)

The contact details of the Ombudsman offices are mentioned in **Annexure I:**

## SECTION E) GENERAL CONDITIONS APPLICABLE TO THIS POLICY- SPECIFIC TERMS AND CLAUSES

### I. Conditions when claims arises

#### 14. Eligible Entry Age Limit : 18 years to 65 Years

#### 15. Territorial Limits

This Policy covers insured events arising during the Policy Period within India, save in respect of Section 2 (Accident Protection Cover) wherein Accidental Bodily Injuries sustained during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

#### 16. Right to Inspect

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

#### 17. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 18. Contribution

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by the Insured or on Insured's behalf 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.

However, this condition will not be applicable to Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) of this Policy.

#### 19. Subrogation

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 indemnification of the Insured by the Company.

However, this condition will not be applicable to Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) of this Policy.

#### 20. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within thirty (30) days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

**COMPREHENSIVE CARE PLAN****II. Conditions applicable during the contract****21. The Insured**

Should understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto are true, accurate and complete and are material to the Company's decision to provide this insurance. The Insured further should understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Company's acceptance of this risk.

**22. Records to be Maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

**23. Notice of Charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

**24. Governing Law**

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

**25. Entire Contract**

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

**26.** In no case whatsoever shall the Company be liable for any loss or damage after the expiry of twelve (12) months from the happening of loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim here under and such claim shall not within 12 (twelve) calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**27. Assignment and Transfer of Insurance Policies (Subject to always that any assignment shall always be subject to provisions of Section 38 of Insurance Act 1938, as amended from time to time)**

1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorized agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
2. The Company may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-clause (1) hereinabove, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
3. The Company shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.
4. Any person aggrieved by the decision of the Company to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the Company containing reasons for such refusal, prefer a claim to the Authority.
5. Subject to the provisions in sub-clause (2) hereinabove, the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the Company, shall not be operative as against the Company, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to and received by the Company with written acknowledgment by the Company:  
Provided that where the Company maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.
6. The date on which the notice referred to in sub-clause (5) hereinabove is delivered to the Company shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-clause (5) hereinabove are delivered: Provided that if any dispute as to priority of payment arises as between assignees the dispute shall be referred to the Authority.
7. Upon the receipt of the notice referred to in sub-clause (5) hereinabove, the Company shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgment of the receipt of such notice; and any such acknowledgment shall be conclusive evidence against the Company that he has duly received the notice to which such acknowledgment relates.
8. Subject to the terms and conditions of the transfer or assignment, the insure shall, from the date of the receipt of the notice referred to in sub-clause (5) hereinabove, recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.  
Explanation.—Except where the endorsement referred to in sub-clause (1) hereinabove expressly indicates that the assignment or transfer is conditional in terms of sub-clause (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.
9. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this clause.
10. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—
  - (a) The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or

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- (b) If the insured surviving the term of the policy, the Conditional Assignment shall be valid:  
Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.
11. In the case of the partial assignment or transfer of a policy of insurance under sub-clause (1) hereinabove, the liability of the Company shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

### 28. Notices

Any and all notices and declarations for attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.

Any and all notices and declarations for attention of the Insured shall be posted to the Insured's address stated in the Schedule.

### 29. Other Conditions

- a) At any time during the Policy Period, the Company shall be entitled to inspect any or all records of the Insured that may be relevant to this Policy. The Company shall also have the right of interaction with any and/or all those agencies or agents of the Insured as may be relevant for examination/verification of the data/documents in connection with the process and disposal of any claims under this Policy. The Insured shall provide reasonable support to the Company in this regard.
- b) If so required by the Company, the Insured will have to submit to a medical examination by the Company's nominated Doctor or undergo diagnostic or other medical tests at Company's cost and as often as the Company considers necessary, in its sole discretion.
- c) In case of any claim being admissible and payable upto the full Sum Insured for Section 1 (Critical Illness Cover) or Section 2 (Accident Protection Cover), the coverage under Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover) of the Policy will cease to exist for the particular Insured. In case where only partial Sum Insured is paid under Section 2 (Accident Protection Cover) or Section 3 (EMI Payment Cover) of this Policy, then the Policy will still exist on the balance Sum Insured for Section 1 (Critical Illness Cover) and Section 2 (Accident Protection Cover) and Section 3 (EMI Payment Cover).
- d) In case of any claim being admissible and payable upto the full Sum Insured for Burglary (Contents including jewellery), then coverage under this Section of the policy will cease to exist for this section. However, in case only partial Sum Insured is paid under these Sections of this Policy, then the policy will still exist on the balance Sum Insured for this cover.

### e) Portability Guidelines:

**Retail Policies:** As per the Portability Guidelines issued by IRDA, applicable portability continuity benefits w.r.t. ninety (90) days waiting period under Critical Illness Cover shall be passed on to the Insured who was holding a similar retail health insurance policy of another Indian non-life insurer. The portability continuity benefits shall be applicable to the sum insured under the previous policy and also to an enhanced sum insured, if requested by the Insured, to the extent of cumulative bonus acquired from the previous insurer under the previous policy. 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 portability continuity benefits w.r.t. ninety (90) days waiting period under Critical Illness Cover shall be passed on to the Insured who was insured under a similar group insurance policy of the Company and is availing an individual Comprehensive Care Plan of the Company. However, such benefits shall be applicable only in the event of discontinuation/non-renewal of the similar group insurance policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular Insured 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 portability continuity benefits shall be applicable to the sum insured under the previous policy and also to an enhanced sum insured, if requested by the Insured, to the extent of cumulative bonus acquired from the Company under the previous policy. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases.

**Specific Institution Policies:** Where the Policy has been offered to the Insured as a customer of a specific institution with which the Company has a tie-up and in the event of the particular tie-up being discontinued, continuity of coverage will be provided to the Insured under the same or similar policies available with the Company during such period.

## SECTION E) GENERAL CONDITIONS APPLICABLE TO THIS POLICY- OTHER TERMS AND CLAUSES

### 30. CLAIM SETTLEMENT PROCESS APPLICABLE TO SECTION 1

- 1) In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within thirty (30) days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medial event as the case may be and the Insured shall, promptly and in any event within thirty (30) days of discharge from the hospital.
- 2) In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
- Certificate from the attending Doctor of the Insured confirming, inter alia,
    - Name of the Insured;
    - Name, date of occurrence and medical details of the Insured Event;
    - Confirmation that the Insured Event does not relate to any Pre-Existing Disease; and
    - Confirmation that the Insured Event does not relate to any Illness or Injury which existed within the first 90 days of commencement of the Policy Period.
  - Claim Form duly signed by the insured;

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- c. Copy of Discharge Summary / Discharge Certificate;
  - d. Copy of Final Hospital Bill
  - e. Policy copy
  - f. Proposal Form (If needed)
  - g. First consultation letter for Illness
  - h. Medical certificate for the duration of illness (if required)
  - i. All required Investigation Reports as per the Illness (If required)
  - j. NEFT details & cancelled cheque
  - k. Certificate, if applicable, from the Bank stating pertinent details of Insured's Loan including but not limited to the amortization schedule, Principal Outstanding, EMI etc.
  - l. Aadhar card & PAN card Copies (Not Mandatory if the same is linked with the policy while issuance or in previous claim)
- 3) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- 4) 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.
- 5) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure.
- Note:** In case the Insured is claiming for the same event under an indemnity based policy of another insurer and is required to submit the original documents related to his treatment with that particular insurer, then the Insured may provide the Company with the attested Xerox copies of such documents along with a declaration from the particular insurer specifying the availability of the original copies of the specified treatment documents with it. If the insured requests for original documents, the same can be returned subject to the submission of self attested copies.

**31. CLAIM SETTLEMENT PROCESS APPLICABLE TO SECTION 2**

- 1) Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company within seven (7) days from the date of its occurrence.
- 2) The Insured shall deliver to the Company, within thirty (30) days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- 3) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 4) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. At the expense of the Company, any medical or other agent of the Company shall be allowed to examine the Insured on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty (30) days.
- 5) In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:
  - a. Duly Completed Claim Form signed by Insured/ Nominee
  - b. Copy of address proof (Ration card or electricity bill copy), Income Proof, Photo identity proof
  - c. Attested copy of Death Certificate.
  - d. Burial Certificate (wherever applicable).
  - e. Attested copy of Statement of Witness, if any lodged with police authorities.
  - f. Attested copy of FIR / Final Police report.
  - g. Attested copy of Post Mortem Report, if performed
  - h. Photograph of the claimant before and after injury supporting to disablement
  - i. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;
  - j. Attested Disability Certificate from government authority confirming the extent and nature of disability;
  - k. Doctor's Report;
  - l. NEFT details & cancelled cheque
  - m. Original Policy copy
  - n. 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).
  - o. Certificate, if applicable, from the Bank stating pertinent details of Insured's Loan including but not limited to the amortization schedule, Principal Outstanding, EMI etc.;
  - p. Bonafide Certificate duly signed by the educational institution where Insured's dependent children are studying;
  - q. Aadhar card & PAN card Copies (Not Mandatory if the same is linked with the policy while issuance or in previous claim)
- 6) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due



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shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

- 7) 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.
- 8) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure.

**Note:** In case the Insured is claiming for the same event under an indemnity based policy of another insurer and is required to submit the original documents related to his treatment with that particular insurer, then the Insured may provide the Company with the attested Xerox copies of such documents along with a declaration from the particular insurer specifying the availability of the original copies of the specified treatment documents with it. If the insured requests for original documents, the same can be returned subject to the submission of self attested copies.

### 32. CLAIM SETTLEMENT PROCESS APPLICABLE TO SECTION 3

- 1) In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured to the Company within thirty (30) days from the date of termination from employment of the Insured and the Insured shall arrange for submission of the following documents to the Company:
  - a. Duly Completed Claim Form signed by Insured;
  - b. Certificate from the employer of the Insured confirming the termination from employment of the Insured, furnishing the date of termination from employment of the Insured with the reasons for the same;
  - c. Certificate, if applicable, from the Bank stating pertinent details of Insured's Loan including but not limited to the amortization schedule, Principal Outstanding, EMI etc.;
  - d. NEFT details & cancelled cheque
  - e. Aadhar card & PAN card Copies (Not Mandatory if the same is linked with the policy while issuance or in previous claim)
- 2) On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- 3) 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.
- 4) If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated.

### 33. CLAIM SETTLEMENT PROCESS APPLICABLE TO SECTION 5

1. 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:
  - a. the Insured shall immediately and in any event within fifteen (15) days 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, and
  - b. immediately 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, and
  - c. the Insured shall within fifteen (15) 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, and
  - d. the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
  - e. take all reasonable steps to affect a recovery of the perpetrators of the Burglary and/or Robbery and recover any Contents and/or Jewellery lost.
2. The Company may in its sole and absolute discretion either:
  - a. reinstate, replace or repair the Contents and/or Jewellery lost or damaged or any part thereof;
  - b. reinstate or repair the Insured Premises;

but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement or repair than it would have cost to replace the same, and subject always to the Sum Insured.

3. In the event of a claim arising out of an Insured Event covered under this Section, the Insured shall arrange for submission of the following documents to the Company:

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- a. Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
  - b. FIR Copy
  - c. NEFT details & cancelled cheque
4. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
5. If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure.

**Annexure I:**

**Contact details of the Ombudsman offices**

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>AHMEDABAD -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Prakash Building, 6th floor,                      Tilak Marg, Relief Road,                      AHMEDABAD – 380 001.                      Tel.: 079 - 25501201/02/05/06                      Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu</p>
<p><b>BENGALURU -</b>                      Insurance Ombudsman                      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: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL -</b>                      Insurance Ombudsman                      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                      Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh                      Chattisgarh.</p>
<p><b>BHUBANESHWAR –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      62, Forest park,                      Bhubaneswar – 751 009.                      Tel.: 0674 - 2596461 / 2596455                      Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a></p>	<p>Orissa.</p>
<p><b>CHANDIGARH -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      S.C.O. No. 101, 102 &amp; 103, 2nd Floor,                      Batra Building, Sector 17 – D,                      Chandigarh – 160 017.                      Tel.: 0172 - 2706196 / 2706468                      Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>

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Office Details	Jurisdiction of Office Union Territory, District)
<p><b>CHENNAI -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Fatima Akhtar Court, 4th Floor, 453,                      Anna Salai, Teynampet,                      CHENNAI – 600 018.                      Tel.: 044 - 24333668 / 24335284                      Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)</p>
<p><b>DELHI –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      2/2 A, Universal Insurance Building,                      Asaf Ali Road,                      New Delhi – 110 002.                      Tel.: 011 - 23232481/23213504                      Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>	<p>Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Nivesh, 5th Floor,                      Nr. Panbazar over bridge, S.S. Road,                      Guwahati – 781001 (ASSAM).                      Tel.: 0361 - 2632204 / 2602205                      Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD -</b>                      Insurance Ombudsman                      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 - 23312122                      Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Nidhi – II Bldg., Gr. Floor,                      Bhawani Singh Marg,                      Jaipur - 302 005.                      Tel.: 0141 - 2740363                      Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      2nd Floor, Pulinat Bldg.,                      Opp. Cochin Shipyard, M. G. Road,                      Ernakulam - 682 015.                      Tel.: 0484 - 2358759 / 2359338                      Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Hindustan Bldg. Annexe, 4th Floor,                      4, C.R. Avenue,                      KOLKATA - 700 072.                      Tel.: 033 - 22124339 / 22124340                      Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

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Office Details	Jurisdiction of Office Union Territory, District)
<p><b>LUCKNOW –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      6th Floor, Jeevan Bhawan, Phase-II,                      Nawal Kishore Road, Hazratganj,                      Lucknow - 226 001.                      Tel.: 0522 - 2231330 / 2231331                      Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>Districts of Uttar Pradesh : Lalitpur, 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..</p>
<p><b>MUMBAI -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      3rd Floor, Jeevan Seva Annexe,                      S. V. Road, Santacruz (W),                      Mumbai - 400 054.                      Tel.: 69038821/23/24/25/26/27/28/28/29/30/31                      Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
<p><b>NOIDA -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Bhagwan Sahai Palace                      4th Floor, Main Road, Naya Bans, Sector 15,                      Distt: Gautam Buddh Nagar, U.P-201301.                      Tel.: 0120-2514252 / 2514253                      Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      2nd Floor, Lalit Bhawan,                      Bailey Road,                      Patna 800 001.                      Tel.: 0612-2547068                      Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar,                      Jharkhand.</p>
<p><b>PUNE -</b>                      Insurance Ombudsman                      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.: 020-41312555                      Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

**ANNEXURE FOR FIRE AND ALLIED PERILS COVER**

**BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD. BHARAT GRIHA RAKSHA POLICY POLICY WORDINGS**

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You chose this **Bajaj Allianz General Insurance Company Ltd. Bharat Griha Raksha Policy** and applied to Us for insurance covers of Your choice. You paid Us the Premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

**CLAUSE A - THIS POLICY AND THE INSURANCE CONTRACT**

1. **Your Policy:** This **Bajaj Allianz General Insurance Company Ltd. Bharat Griha Raksha Policy** is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
2. **To whom this Policy is issued and what it covers:**
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
  - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,
  - d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the Premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. other important and relevant aspects and information.
4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning
Bank	A bank or any financial institution
Carpet Area	1. for the main building unit of Your Home, it is the net usable floor area,

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	<p>excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</p> <p>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</p> <p>3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</p>
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p>a. For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy Schedule.</p> <p>b. For additional structures : the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutchra Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutchra Construction.
Spouse	Your wife or husband.

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Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	The Bajaj Allianz General Insurance Company Ltd that has provided Insurance Cover under this Policy of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

**CLAUSE B - INSURED EVENTS**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

Sr. No	Column A	Column B
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1	Fire	caused by burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	-
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7	Bush Fire, Forest Fire, Jungle Fire	-

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8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism  (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12	Bursting or overflowing of water tanks, apparatus and pipes,	-
13	Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14	Theft within 7 ( seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. any article or thing outside Your Home, or b. any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

**CLAUSE C - HOME BUILDING COVER**

**1. What We cover**

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an Insured Event.

**2. Your Home Building**

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. **Your Home Building includes**
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and the like,
    - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - iii. any other structure shown in the Policy Schedule.
- c. **Your Home Building does not include Contents of Your Home.**

**3. Use for residence**

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

**4. Sum Insured**



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- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional Premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate Premium for the unexpired Policy Period from the date of loss. We can also deduct this Premium from the net claim that We must pay You.

**5. What We pay**

- a. If You make a claim under the Policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
  - b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
  - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
  - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
  - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
  - f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
    - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
    - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

**CLAUSE D - HOME CONTENTS COVER****1. What We cover:**

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed in Clause B of this Policy. Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

**2. Sum Insured:**

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The Policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional Premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause E (1) (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate Premium for the unexpired Policy Period from the date of loss. We can also deduct this Premium from the net claim that We must pay You.

**3. What We pay**

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

**CLAUSE E- ADDITIONAL COVERS****1. Optional Covers:****a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):**

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

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- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

**b. Personal Accident Cover:**

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the Insured, the Personal Accident cover shall continue for the Spouse until expiry of the Policy.

**2. Add-ons:**

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or Endorsements will be attached to this Policy.

### CLAUSE F - EXCLUSIONS (WHAT WE DO NOT COVER) FOR ALL COVERS UNDER THIS POLICY

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that

is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (Lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the Policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional Premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

### CLAUSE G - CONDITIONS

**(I) Your Obligations**

- 1. Make true and full disclosure in the proposal and related documents**
  - a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
  - b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
- 2. Obligation to take care:** You must:
  - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances:** You must inform Us immediately if
  - a. You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,
  - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

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**5. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your Policy.

**(II) Renewal of Policy**

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required Premium amount.

**(III) Cancellation and Termination of Policy**

1. **Cancellation by You at any Time**
  - a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
  - b. If You cancel the Policy, We will refund premium as per table (B1) and (B2) hereinafter, as may be applicable, subject however to a minimum retention of Rs.100, except as stated in B1.1.
  - c. 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.

**(B1) Short Period Scale (Applicable to Annual Policy):**

Sr. No	Cancellation Period (Days)	Refund Amount as percentage of Annual Premium
B1.1	Up to 7 Days	100%
B1.2	8 to 270 days	Pro Rata
B1.3	271 to 365 days	0%

**Note:**

- a. No request for cancellation of Policy shall be entertained after completion of 270 days (applicable only to annual Policy) from the date of commencement of the Policy Period.
- b. Policy where Policy Period is short term (lesser than one year) cannot be cancelled.
- c. B1.1 shall apply only at first inception of the Policy (Commencement Date) and shall not be applicable for cancellation in the subsequent years as applicable under (B2)

**Example:** Policy Period: 1<sup>st</sup> January 2020 to 31<sup>st</sup> December 2020 (Annual Policy)

**Case 1:**

Request for cancellation received on: 5<sup>th</sup> January 2020

Refund: 100% refund

**Case 2:**

Request for cancellation received on: 5th March 2020

You shall be entitled to refund calculated as below:

Refund: Pro-Rata of annual premium

**Case 3:**

Request for cancellation received on: 5th November 2020

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Refund: Nil

### **(B2) Policy Period of more than 1 year, up to 10 Years:**

- (i) If the request for cancellation is received in First Year, the apportioned premium of unutilized Policy Period will be refunded in full; for First Year the above mentioned short period scale in table (B1) will be applied on the apportioned First Year premium.
- (ii) If the request for cancellation is received in any consecutive year after completion of one year from Commencement Date, the premium for fully utilized Policy Period will be retained in full by the Company, the annual short period scale as mentioned in B1.2 and B1.3 hereinabove shall apply to the apportioned active Policy year, and full refund shall be made of the apportioned unutilized Policy Period

**Example:** Policy Period: 1<sup>st</sup> January 2020 to 31<sup>st</sup> December 2024 (Long Term Policy of 5 years)

#### **Case 1:**

Request for cancellation received on: 5<sup>th</sup> January 2020

Refund: 100% refund of Policy Premium

#### **Case 2:**

Request for cancellation received on: 5<sup>th</sup> March 2020

You shall be entitled to refund calculated as below:

Refund: [Pro-Rata of {Apportioned First Year Premium}] + Apportioned premium of second, third, fourth and fifth year in full

#### **Case 3:**

Request for cancellation received on: 5<sup>th</sup> November 2020

Refund: (Nil for First Year) + Apportioned premium of second, third, fourth and fifth year in full

#### **Case 4:**

Request for cancellation received on: 5<sup>th</sup> March 2021

You shall be entitled to refund calculated as below:

Refund: (Nil for first year) + [Pro-Rata of {Apportioned Second Year Premium}] + Apportioned premium of third, fourth and fifth year in full

### **2. Cancellation by Us:**

- a. We will not cancel the Policy during the Policy Period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term Policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the Policy for the remaining duration of the Policy Period. In such a case We shall refund the proportionate Premium for the un-expired Policy years after grossing up the Premium paid by You towards long term discount, if any.

### **3. Automatic termination of the Policy**

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.  
You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional Premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. **Change of use of Your Home Building or Home Contents:** The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

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### e. **Effect of death**

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

### (IV) **Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

#### **1. Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

#### **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

#### **3. Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by Fire/ Explosion / Implosion or Lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

#### **4. Submit claim**

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance Policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### **5. Establish loss**

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

#### **6. Fraudulent claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and Premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

#### **7. Other insurance**

- a. If You have any other Policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.

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- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

### 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

### CLAUSE H - CHANGES TO COVERS

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional Premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

### CLAUSE I - WAIVER OF UNDERINSURANCE

Underinsurance does not apply to this Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### CLAUSE J - OTHER DETAILS

- 1. **Notices**
  - a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
  - b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.
- 2. **Nomination for this Policy**

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: [www.bajajallianz.com](http://www.bajajallianz.com)
- 3. **Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.
- 4. **Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this Policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### CLAUSE K - GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Address including email

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

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

E-mail: [bagichelp@bajajallianz.co.in](mailto:bagichelp@bajajallianz.co.in)

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### 2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

### STANDARD SPECIAL CLAUSE

#### AGREED BANK CLAUSE

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the Insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the Insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional Premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

**N.B: The Bank shall mean the first named Financial Institution/Bank named in the Policy.**

### TERRORISM DAMAGE COVER ENDORSEMENT

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### Insuring Clause

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

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

This **Terrorism Damage Cover** also includes Loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be limited only for the excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

### EXCLUSION

This cover shall not indemnify loss of or damage to property caused by any or all of the following

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
3. Voluntary abandonment or vacation ;
4. Confiscation , commandeering , nationalization, requisition ,detention, embargo , quarantine , or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
5. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
6. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment
7. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
8. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
9. Any fine, levy, duty, interest or penalty or cost or compensation/damage and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
10. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and /or firing mechanism of any weapon or missile;
11. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
12. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property Insured hereunder;
13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
15. Loss or increased cost as a result of threat or hoax;
16. Loss or damage caused by or arising out of burglary, house breaking, looting , theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
17. Loss or damage caused by mysterious disappearance or unexplained loss;
18. Loss or damage directly or indirectly caused by mould , mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
19. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

### LIMIT OF INDEMNITY

The Limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 15,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 15,000,000,000. If the actual aggregate loss suffered at one



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compound/location is more than 15,000,000,000 the amounts payable under individual policies shall be reduced in proportion to the Sum Insured of the policies.

### **EXCESS**

1. **Shops & Residential Risks:** 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000
2. **Non-Industrial Risks:** 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000
3. **Industrial Risks:** 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and maximum of INR 25,000,000

### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance Policy on which this Endorsement is issued, there shall be no refund of Premium allowed for cancellation of the terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a Policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the Insured, pro-rate refund of the cancelled Policy Premium will be allowed.

If the cancellation is for any other purpose, refund of Premium will only be allowed after charging short term scale rates.

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