

**LPG DEALER PACKAGE POLICY**  
POLICY WORDING

**UIN: BAL-OT-P14-66-V01-13-14**

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

**COVERAGE**

On the happening of any insured event as provided for herein, and arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Cover but only up to the Sum Insured and/or Limit of Indemnity as specified in the Schedule against each Cover or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

**DEFINITIONS**

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

- 1 **Accident or Accidental** is a sudden unforeseen and involuntary event caused by external, visible and violent means.
- 2 **Burglary** means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
- 3 **Business** means the business of the Insured specified in the Schedule.
- 4 **Claim** means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.  
All Claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing. The coverage for such Claims shall expire 3 years after the first Claim of such series has been notified to the Company.
- 5 **Company** means Bajaj Allianz General Insurance Company Limited.
- 6 **Contents** means the items specified in the Schedule.
- 7 **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.
- 8 **Damages** for the Purpose of Covers 6 and 7 (Public Liability and Employee Accident Cover) means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
- 9 **Deductible** means the amount stated in the Schedule which shall be borne by the Insured in respect of each and every claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
- 10 **Defence Costs** means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.
- 11 **Dependent Child** means refers to a child (natural or legally adopted) up to the age of 19 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.
- 12 **Disclosure of information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 13 **Employee** means, for the purposes of Cover 5 (Fidelity Guarantee) the category of employees named in the Schedule and/or persons who have entered into a contract of service with the Insured, whether such

- contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a causal nature and/or who are employed other than for the purposes of the Business. Otherwise, Employee means a person who has entered into a contract of service with the Insured, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a causal nature and/or who is employed other than for the purposes of the Business.
- 14 **Employee Sum Insured** means the amount specified in the Schedule against the name of an Employee which, subject to the Limit of Indemnity, shall be the Company's maximum liability for any and all claims in respect of that Employee.
- 15 **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.
- 16 **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 Establishment (Registration and Regulation) Act 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:  
has qualified nursing staff under its employment round the clock;  
has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;  
has a fully equipped operation theatre of its own where surgical procedures are carried out;  
maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.
- 17 **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedure/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 18 **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.
- 19 **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.  
**a Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.  
**b. Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
- 20 **Insured** means the Individual(s) whose name(s) are specifically appearing as such in the Schedule to this Policy.
- 21 **Insured Premises** means the premises named in the Schedule from which the Insured operates his Business.
- 22 **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the Insured Premises and/or a Point In Transit by the Insured or an Employee from the time money is received at the bank and/or the Insured Premises and/or a Point In Transit by the Insured or an Employee until delivered to the bank and/or the Insured Premises and/or a point In Transit by the Insured or an Employee.
- 23 **Limit of Indemnity** means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insured or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.
- 24 **Medical Advise** is any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 25 **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 set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- 26 **Named Insured** for the purposes of Cover 8 (Personal Accident - Employees) means the person or persons named in the Schedule.
- 27 **Nominee** is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy
- 28 **Notification of Claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

29 **Permanent Total Disability**

Medical practitioner certified total, continuous and permanent:

- loss of the sight of both eyes
- physical separation of or the loss of ability to use both hands or both feet
- physical separation of or the loss of ability to use one hand and one foot
- loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot.

30 **Permanent Partial Disability**

Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified

31 **Plate Glass** means the glass described in Schedule. This shall not include glass tables, glass ornamental works or any other similar item.

32 **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

33 **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.

34 **Portability**

Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

35 **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

36 **Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the Insured to his employees as a staff benefit.

37 **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

38 **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.

39 **Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and access to which is restricted.

40 **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.

41 **Strong Room** means a room within the Insured Premises designed for the secure storage of money, and access to which is restricted.

42 **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source

43 **Sum Insured** means the amount stated in the Schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the Insureds 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 Cover to which the Sum Insured relates during the Policy Period.

44 **Valuables** means:

- a. gold or silver or any precious metals or articles made from any precious metals;
- b. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;

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

### **COVER 1: STANDARD FIRE AND SPECIAL PERILS COVER**

The Company will indemnify the Insured in respect of loss of or damage to the building (applicable only if specifically declared and insured if shown as such on the Schedule) and its Contents in the Insured Premises specified in the Schedule against:

1. Fire, excluding destruction or damage caused to the property insured by:
  - 1.1.1 Its own fermentation, natural heating or spontaneous combustion.
  - 1.1.2 Its undergoing any heating or drying process.
  - 1.1.3 Burning of property insured by order of any Public Authority.
2. Lightning
3. Explosion/Implosion, excluding loss, destruction of or damage to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion, caused by centrifugal forces.
4. Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
5. Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
  - 5.1. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
  - 5.2. permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority;
  - 5.3. permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
  - 5.4. burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
6. Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from, volcanic eruption or other convulsions of nature.
7. Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
  - 7.1. the Insured or any occupier of the premises or
  - 7.2. their employees while acting in the course of their employment.
8. Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
  - 8.1. the normal cracking, settlement or bedding down of new structures;
  - 8.2. the settlement or movement of made up ground ;
  - 8.3. coastal or river erosion ;
  - 8.4. defective design or workmanship or use of defective materials ;
  - 8.5. demolition, construction, structural alterations or repair of any property or ground works or excavations.
9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile Testing operations .
11. Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:
  - 11.1. repairs or alterations to the buildings or premises
  - 11.2. repairs, removal or extension of the sprinkler Installation
  - 11.3. Defects in construction known to the Insured.
12. Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
13. Earthquake Fire and Shock

### **Deductible**

For SI up to Rs.10 Crore: The first 5 % of each and every claim subject to a minimum of Rs.10,000/-

For SI from Rs.10 crore to Rs.100 crore: The first 5 % of each and every claim subject to a minimum of Rs.25,000/-

### **Special Exclusions for Cover 1**

The Company shall not be liable in respect of :

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the property insured by

- 2.1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2.2. The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - 3.1. Pollution or contamination which itself result from a peril hereby insured against.
  - 3.2. Any peril hereby insured against which itself results from pollution or contamination
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-,
5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
6. Expenses necessarily incurred on Architects, Surveyors and Consulting Engineer's Fees, and Debris Removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
7. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
8. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
9. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike, malicious and terrorism damage cover.
10. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.
11. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
12. Goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper
13. Money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
14. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

### **Special Condition Applicable to Cover 1**

If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect. This condition will apply to shops only and to godowns.

### **COVER 2: BURGLARY & ROBBERY [ CONTENTS]**

The company will indemnify the Insured in respect of loss or damage to the contents/property whilst contained in the Insured premises including attached godown belonging or held in trust by burglary, housebreaking accompanied by the actual forcible and violent breaking into or out of the premises or any attempt threat provided Company's liability is limited to the amount state in the schedule.

### **Special Conditions Applicable to Cover 2**

**Condition of Partial Average:** The policy is issued on the first loss basis of 25% of insured's total value of contents (100%) as stated in the schedule attached to and forming part of policy.

If the property hereby insured at the time of any loss or damage be collectively greater than the total value declared for the purpose of this insurance and incorporated in the schedule, then the insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

#### **Conditions Precedent to Liability**

- i. It is a condition precedent to the company's liability hereunder that the Insured shall:
  - a. immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address

- shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;
- b. immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
  - c. within 14 days deliver to the Company a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
  - d. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
  - e. take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost.
- ii. The Insured shall maintain a contemporaneous account of money held in a Safe or Strong Room and keep the same securely in some place other than the Safe or Strong Room. The liability of the Company (subject to the Limit of Indemnity) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the Company in the event of a claim.

**Deductible:** 5% of the claim amount subject to a minimum of Rs. 5,000 for each and every claim.

### Special Exclusions

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

1. loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business bodies, manuscripts, documents of any kind, unset precious stones and jewellery and Valuables unless specifically mentioned. any claim in which the Insured, any Employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated.
2. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.
3. loss of Contents from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured and/or combination and/or code to gain access unless this has been obtained by Robbery.
4. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles.
5. loss or damage when the Insured Premises are left unoccupied for a consecutive period of seven days.
6. loss or damage due to Theft.

### COVER 3 : CYLINDERS IN TRANSIT

The Company will indemnify the Insured in respect of loss or damage to gas cylinders by accident or robbery or hold up or theft whilst the same are in the hands of the insured and / or insured's authorized employees whilst in transit between the insured's premises and the customers premises .

**Deductible:** The Company shall not be liable for 5% of the claim amount or Rs.1000/- which ever is higher in respect of each and every claim.

### COVER 4: MONEY INSURANCE

The Company will indemnify the Insured in respect of :

- a. Loss by accident or misfortune whilst the Insured's money is in the hands of the Insured or the Insured's employees and is in transit between any two places within a radius of 25 km. from the Insured's premises as stated in the Schedule.
- b. Loss of or damage to money and/or valuables by Burglary and Housebreaking, whilst contained in safe, burglary resisting or otherwise steel cupboards/ fixed cash box and/or such other places under lock and key.
- c. Loss of money lying in the cashier's till and/or counter in the Insured's premises, during business hours consequent on or following assault and/or violence against the Insured or any employee of the Insured or any threat thereof, burglary and/or Housebreaking provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

Provided always that :

- i. Company's liability is limited in respect of any one loss to the sum or sums stated in the schedule

- hereto.
- ii. In no event the company shall be liable for any loss which is not discovered within a period of 2 days from its occurrence and not notified forthwith to the company in writing.
- iii. A complete account of cash received and sent through authorized employees for deposits in bank etc is kept.

#### **Special Conditions Applicable to Cover 4**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
  - 1.1. immediately up on the happening of any insured event or discovery of an insured event giving rise to or likely to give rise to any claim under this Policy, the insured shall give written notice to the Company to the address shown in the Schedule and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;
  - 1.2. immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
  - 1.3. within 14 days deliver to the Company a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
  - 1.4. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
  - 1.5. take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any money lost.
2. The Insured shall:
  - 2.1. take all reasonable steps to safeguard the money and any means by which the money is In Transit against any insured event;
  - 2.2. ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition;
  - 2.3. ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
  - 2.4. The Insured shall maintain a contemporaneous daily written record of the money In Transit and such record shall be produced to the Company in the event of any claim.
3. A complete account of cash in the safe/cash box shall be kept secured in some place other than the said safe/cash box and the liability of the Company shall be limited to the amount actually shown by such record to be in the safe/cash box at the time of loss.
4. It is further declared and agreed that this policy does not extend to cover the loss of money abstracted from the safe/cash box following the use of the key to the said safe/cash box or any duplicate thereof belonging to the Insured, unless such key has been obtained by threats or violence.

#### **Special Exclusions Applicable to Cover 4**

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

1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
2. loss of money carried by anyone other than the Insured or an Employee;
3. loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or  
is  
alleged to be in anyway concerned or implicated;
4. money carried under contract of affreightment;
5. loss of money from an unattended vehicle;
6. loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased;
7. any loss of or damage to any property, whether belonging to the Insured, an employee or any third party;
8. any personal or bodily or mental injury or suffering of any description;
9. any loss not discovered within a period of 72 hours after its occurrence;
10. Loss of money where any employee or the insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money;
11. Shortage due to error or omission.

## COVER 5 : FIDELITY GUARANTEE

The Company will provide an indemnity in respect of direct pecuniary loss sustained by the Insured in consequence of any deliberate fraudulent or dishonest act of any salaried Employee in the insured's premises, and first committed during the Period of Insurance, provided that:

- a. the loss shall have occurred in connection with his occupation and duties during the uninterrupted continuance of his employment and be discovered within six months after the death, dismissal or retirement of such person or six months after this policy shall have ceased to exist, whichever of these events shall happen first and
- b. the liability of the company in respect of any one person or all persons so employed and in respect of all losses in any one period of Insurance is limited to the sum set opposite in the schedule.

### Special Conditions Applicable to Cover 5

The Company's liability to indemnify is subject to the Deductible, the Employee Sum Insured and the Limit of Indemnity.

It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:

1. immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
2. take all reasonable steps to minimise the quantum of any Claim that may be made and/or any further loss that might arise, and
3. immediately lodge a complaint with the police detailing the loss 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 shall take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
4. within 14 days deliver to the Company a detailed written statement of the loss 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
5. expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
6. The insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the company's expense give all information and assistance to enable the company to sue for and obtain reimbursement by any such Employed by reason of whose acts of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
7. Provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the Insured to the Employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this policy and that all moneys estate and
8. effects of such Employed in the hands of or received or possessed by the insured and all sums which may be or may prior to the settlement of the claim become due from the insured to the Employed and also all moneys or effect which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed, in respect of which any claim shall be made on this policy shall be applied by the Insured in and towards making good the amount of his claim under this policy in Priority to any other claim to the Insured upon such moneys estates or effects.
9. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be.
10. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
11. The insurance provided by this Policy shall be deemed cancelled in respect of any Employee: immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery

of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned; immediately upon the Company and/or the Insured giving written notice of the same.

### **Special Exclusions Applicable to Cover 5**

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

1. any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
2. any legal liability of any kind;
3. any fraudulent or dishonest act of an Employee not discovered within 3 months (subject to condition 2) of the date upon which such Employee ceased to be an employee of the Insured for any reason;
4. any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter or loss giving rise to a claim under this Policy;
5. any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.
6. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - a. the Insured carries on any business other than the Business, and/or
  - b. there is any material change in the facts and matters stated in the Insured's proposal, and/or
  - c. the duties or terms of service of Employees differ from those described in the proposal, and/or
  - d. the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal,

### **COVER 6: PUBLIC LIABILITY**

The Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any claim or in Defence Costs will reduce the Limit of Indemnity.

### **Special Conditions Applicable to Cover 6**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event within 14 days give the Company written notice, to the address specified in the Schedule for this purpose, of:
  - 1.1. any claim made against the Insured during the Policy Period; and/or
  - 1.2. any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and
  - 1.3. shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any claim, the Company may in its sole and absolute discretion relinquish the same.
2. The Company will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
3. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured under this Policy in respect of that claim.

4. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened:

4.1. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;

4.2. Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

### **Special Exclusions Applicable to Cover 6**

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

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement;
2. Any accident arising out of the deliberate, wilful or intentional non-compliance with any statutory provision;
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment;
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill;
5. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs;
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from;
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
  - a. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - b. Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - c. Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
  - d. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
8. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft;
9. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises;
10. Damage to property belonging to third parties that is rented, leased or hired or under hire purchase or on loan to the Insured. An indemnity shall however be provided for Claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same;
11. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent;
12. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage;
13. Bodily Injury and/or Property Damage occurring prior to the retroactive date (if any) specified in the Schedule;
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis;
15. Pollution of any kind
16. Any claim made, threatened or intimated against the Insured prior to the Policy Period;
17. Any claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim;
18. Liability more specifically insured elsewhere;
19. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal;

20. Any claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance;

**Excess applicable to this Cover :**

1% of the Limit of Indemnity for Any One Accident (A.O.A.) subject to a minimum of Rs.2500/-.

**COVER 7- EMPLOYEE ACCIDENT COVER**

If at any time during the Period of Insurance any Employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the law(s) set out in the Schedule or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.

**Special Exclusions applicable to Cover 7**

The Company shall not be liable under the Policy in respect of :

1. any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power;
2. the Insured's liability to employees of contractors to the Insured;
3. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee

**SECTION 8 – PERSONAL ACCIDENT [Employees]**

**Cover**

In the event of any Accidental Bodily injury sustained by the Insured, any named partner, director, member of managerial staff or employees aged between 18 and 65 years at the inception of the Policy, the Company will make payment as provided for below :

**Part A : Death**

The Company will pay Insured's Nominee 100% the Sum Insured in the event of Accidental Bodily Injury Causing the Named Insured death within 12 months of the Accidental Bodily Injury being sustained, whereupon this Coverage insofar as it relates to the Insured shall expire.

**Part B : Permanent Total Disability :**

In the event of Accidental Bodily injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily injury being sustained, the Company will pay 125% of the Sum Insured, whereupon this Cover insofar as it relates to the Insured shall expire.

If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the Company's medical advisor.

**Part C : Permanent Partial Disability :**

In the event of Accidental Bodily Injury causing the Insured permanent partial disability as mentioned in the PPD Table below within 12 months of Accidental Bodily Injury being sustained, the Company will pay the percentage of Sum Insured specified for each and every form of impairment mentioned in the PPD Table :

PPD	% of S.I.
An arm at the shoulder joint	70%
An arm above the shoulder joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to beneath the mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one year	30%
Hearing of both years	75%
Sense of smell	10%

If the Accidental Bodily Injury causes the Insured's Permanent Partial Disability within 12 months of the Accidental Bodily Injury being sustained other than as specified in the PPD Table above, the Company's liability to make payment shall be as follows :

In case of the Insured suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the Company will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by concerned Government Medical Authority.

If the Insured was suffering from any permanent partial disability prior to the date upon which Accidental Bodily injury sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority .

If the Accidental Bodily Injury sustained by the Insured causes a subsequent claim by the Insured under Coverage Parts A or B then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.

#### Part D : Temporary Total Disability

If you suffer Accidental Bodily Injury during the Policy Period which completely prevents you from engaging in your occupation, then we will make a weekly payment to you of the lower of 1% of the sum assured shown under the schedule and Rs.5,000/-.

- a. We will make the first payment when you satisfy us that the Accidental Bodily Injury has completely prevented you from engaging in your occupation.
- b. We will stop making payments when we are satisfied that you can engage in your occupation again, or when we have made payments for a maximum period of 100 weeks from the date you met with the Accidental Bodily Injury, whichever is earlier.

#### Additional Insurance

- a. **Transportation:** If we have accepted claim under Part A: Death we will also, in addition to the Sum Insured pay Rs.5,000/- or 2% of Sum Insured towards the cost of transporting the Insured's remains from the place of death to the hospital/residence and/or cremation and/or burial ground.
- b. **Children's Education Benefit:** If we have accepted claim under Part A: Death or Part B: Permanent Total Disability, then we will make a one time payment of Rs. 5000/- each towards the cost of education of upto 2 of your dependent children who were under the age of 19 at the date you met with Accidental bodily Injury.
- c. **Hospital Confinement Cover** (Available in consideration of payment of Additional premium and if the schedule shows you opted for it): If we have accepted a claim under Part A, B, C or D, then we will pay Rs.1000/- for each complete calendar day that you had to be hospitalised for medical reasons because of the Accidental Bodily Injury you met with. However, the amount we pay will be limited to Rs.30,000/- during the Policy Period even if there is more than one claim.

#### Exclusions under Section 8

No indemnity is available hereunder and 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. Accidental Bodily Injury that You meet with:
  - a. Through suicide, attempted suicide or self infected injury or illness.
  - b. While under the influence of liquor or drugs
  - c. Through deliberate or intentional, unlawful or criminal act, error, or omission.
  - d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
  - f. As a result of any curative treatments or interventions that you carry out or have carried out on your body.
  - g. Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
2. Consequential losses of any kind or your actual or alleged legal liability.
3. Venereal or sexually transmitted diseases.
4. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
5. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
6. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority.
7. Nuclear energy, radiation.

#### **COVER 9 : PERSONAL ACCIDENT COVER [Customers]**

In the event of any Accidental Bodily Injury sustained by any customer (registered with the Insured) or any of Customer's family member(s), solely due to explosion of domestic LPG cylinder at the Customer's premises during the Policy Period, the Company will make payment under such Coverage Parts as are specified in the Schedule as being operative. Our liability to make payment shall be limited to the Sum Insured for each Coverage Part individually or in the aggregate

#### **COVERAGE PARTS**

##### **1) Coverage Part A: Death**

The Company will pay 100% of the Sum Insured to the Insured's Customer's / Customer's Family Member's Nominee in the event of Accidental Bodily Injury Causing the death of Insured's Customer/ Customer's family members within 12 months of the Accidental Bodily Injury being sustained solely due to explosion of domestic LPG cylinder at the Customer's premises.

##### **2) Coverage Part B: Permanent Total Disability**

The Company will pay 125% of the Sum Insured in the event of Accidental Bodily injury causing Insured's Customer's / Customer's family members' Permanent Total Disability within 12 months of the Accidental Bodily injury being sustained solely due to explosion of domestic LPG cylinder at the Customer's premises.

If the Insured's Customer/ Customer's family members was suffering from any permanent disability of any nature prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the concerned Government Medical Authority.

##### **3) Coverage Part C - Permanent Partial Disability**

The Company will pay the percentage of Sum Insured shown below in the table if Insured's Customer (registered with the Insured) or any of Customer's family member(s) meet with Accidental Bodily Injury solely due to explosion of domestic LPG cylinder at the Customer's premises during the Policy Period that causes Permanent Partial Disability to the Insured's Customer or any of Customer's family member(s) within 12 months of the incident,

<b>Nature of Disability</b>	<b>Amount Payable</b>
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%

A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

If Insured's Customer (registered with the Insured) or any of Customer's family member's Permanent Partial Disability is not listed in the table, then the Company will pay a proportion of the Sum Insured shown under the Schedule. Insured agree that the amount payable by the Company will be decided by the concerned Government Medical Authority according to the degree to which Insured's Customer (registered with the Insured) or any of Customer's family member's normal functional physical capacity has been impaired.

#### **ADDITIONAL INSURANCE**

##### **a) Transportation**

If the Company has accepted a claim under 1) for Insured's Customer (registered with the Insured) or any of Customer's family member(s) accidental death, then the Company will pay towards the actual cost of transporting Insured's Customer (registered with the Insured) or any of Customer's family member(s) remains from the place of death to a hospital, residence, cremation ground or burial ground. The amount the Company pays will be limited to the lower of Rs. 5,000/- or 2% of the Sum Insured for this section shown under the Schedule.

##### **b) Children's Education Benefit**

If the Company has accepted a claim for the Insured's Customer (registered with the Insured) under either 1) Accidental Death or 2) Permanent Total Disability, then the Company will make a one time payment of Rs. 5,000/- each towards the cost of education of up to 2 of Insured's Customer's dependent children who were under the age of 19 at the date Insured's Customer met with the Accidental Bodily Injury.

#### **SPECIFIC EXCLUSIONS FOR SECTION 9**

We will not pay for any event that arises because of, is caused by, or can in any way be linked to any of the following:

1. The Company will not pay for Accidental Bodily Injury to the Insured's Customer (registered with the Insured) or any of Customer's family member(s) meet with, which is not as a result of explosion of Domestic LPG cylinder at Customer's premise.
2. Accidental Bodily Injury that the Insured's Customer (registered with the Insured) or any of Customer's family member(s) meet with:
  - a. Through suicide, attempted suicide or self inflicted injury or illness.
  - b. While under the influence of liquor or drugs.
  - c. Arising or resulting from committing any breach of law with criminal intent.
  - d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
  - f. As a result of any curative treatments or interventions that you or your family member(s) carry out or have carried out on your/their body.
  - g. Arising out of the Insured's Customer (registered with the Insured) or any of Customer's family member(s) participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
3. Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition.
4. Venereal or sexually transmitted diseases.
5. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
6. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.

7. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
8. Nuclear energy, radiation.

### **Special Condition Applicable to Cover 8 and Cover 9**

#### **1. CLAIMS PROCEDURE APPLICABLE**

Upon the happening of any bodily Injury due to Explosion of LPG Cylinder giving rise or likely to give rise to a claim under this Policy:

- 1) The Injury 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) You must immediately consult a Doctor/ Medical Practitioner and follow the advice and treatment that he recommends.
- 4) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 5) 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 (if Performed), shall be furnished to the Company within a period of thirty days.
- 6) 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:

List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Legal heir certificate containing affidavit and indemnity bond both duly signed by all legal Heirs and notarized (If Nominee name not mentioned on policy schedule or if Nominee is minor then decree certificate from court).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).
- Income Proof, Photo identity proof, Address Proof
- Investigation Reports confirming explosion of LPG Cylinder leading to the bodily injuries. (Applicable for Cover 9 Only)
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Partial /Total Disablement /Temporary Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from concerned government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- Investigation Reports confirming explosion of LPG Cylinder leading to the bodily injuries. (Applicable for Cover 9 Only)
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured Original Policy copy.

c) Hospital Confinement Cover (Applicable for Cover 8 Only)

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card

- Other documents as may be required by Bajaj Allianz to process the claim
- d) Children's Education Benefit
- Bonafide certificate from school / college or certificate from the educational institution
- 7) 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 Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- 8) If the Company, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated.
- \*Note: Waiver of conditions (1) and (2) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which You were placed, it was not possible for You or any other person to give notice or file claim within the prescribed time limit.

## 2. Free Look Period

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

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

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

Free look period is not applicable for renewal policies.

## 3. Portability Condition

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

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

## 4. Revision/ Modification of Cover:

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

## 5. Withdrawal of Cover

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

Provided however, if the Insured do not respond to The Company's intimation regarding the withdrawal of the product under which this Policy is issued, then this Policy shall be withdrawn and shall not be available to the Insured for renewal on the renewal date and accordingly upon Insured seeking renewal of this Policy, Insured

shall have to take a Policy under available new products of The Company subject to Insured's paying the Premium as per The Company's Underwriting Policy for such available new product chosen by the Insured and also subject to Portability condition.

**6. Sum Insured Enhancement:**

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

**COVER 10 : PEDAL CYCLE /TRI-CYCLE**

The Company will indemnify the Insured against:

1. the repair or replacement costs in respect of the Pedal Cycle/Tricycle caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that the liability of the Company in respect of any one Pedal Cycle /Tricycle in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule, and
2. all sums that the Insured may become legally liable to pay as litigation expenses (defence costs if incurred with the Company's prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which the Insured or the Insured's Family or employee has no interest, or accidental death of or bodily injury to persons other than the Insured, the Insured's Family or employee arising out of an accident happening through or in connection with the Pedal Cycle/Tricycle ,

**Specific Exclusions Applicable to Cover 10**

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

1. any accident, loss damage or liability caused by or through or in connection with the use of any Pedal Cycle/Tricycle for hire or reward or outside India;
2. damage caused by over loading, strain or mechanical breakdown;
3. loss of or damage to accessories by theft unless the Pedal Cycle/Tricycle is stolen at the same time;
4. loss, damage or liability occurring whilst the Pedal Cycle /Tricycle is being used for competition, racing or pace making.

**Basis of Loss Settlement**

1. Where the Pedal Cycle/Tricycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs up to the sub-limit of the Sum Assured set against such item in the Schedule.

**Excess Applicable to this Cover**

The Insured shall bear the first 1% or Rs.100/- (whichever is higher) of the Sum Assured in respect of each and every claim.

**Special Condition Applicable to Section 10**

If left unattended, the Pedal Cycle must be properly locked and secured.

**COVER 11 : NEON SIGN**

The Company will indemnify the Insured against the reasonable repair or replacement costs of the Insured's neon sign or glow sign fixed at the Insured Premises caused by:

1. Accidental external means;
2. Fire, Lightning, External Explosion or Theft
3. Riot, Strike, or Malicious act
4. Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone, Flood, Inundation occurring during the Policy Period.

**Special Conditions Applicable to Cover 11**

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

2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Limit of Indemnity.

### **Excess Applicable to this Cover**

5% of the claim amount subject to a minimum of Rs.2,500/- on each claim.

### **Special Exclusions Applicable to Cover 11**

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

1. any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
2. Electrical and Mechanical Breakdown
3. loss or damage for which the manufacturer or supplier is responsible;
4. loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
5. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
6. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
7. loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's employees;
8. the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical
9. breakdown or faults;
10. loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

### **COVER 12 : PLATE GLASS**

The Company will indemnify the Insured in respect of:

1. any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
2. the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass,

### **Special Conditions Applicable to Cover 12**

1. Complete break-up of the Plate Glass covered should be provided prior to inception of the Policy.
2. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
3. If the Company opts to make payment to the Insured, then:
  - 3.1. The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
  - 3.2. Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
  - 3.3. The Company's liability to make payment shall be up to the sub-limit of the Sum Insured specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.
  - 3.4. All Plate Glass in respect of which a claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

### **Excess Applicable to this Cover**

5% of the Claim amount subject to a minimum of Rs.2,500/- for each claim.

### **Special Exclusions Applicable to Cover 12**

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

1. Any loss or damage that could have been insured against under a fire policy.
2. Cracked, scratched, or imperfect Plate Glass.
3. Any loss or damage caused wilfully or knowingly by the Insured or his employees, or any loss or damage in which the Insured or any person acting on his behalf is or is alleged to be involved or implicated

4. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
5. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise or by reason of personal injury and any other legal liability of any kind;
6. During the course of any alteration, removal or repair to the Plate Glass.

#### **GENERAL EXCLUSIONS (Applicable to All Sections)**

Save as expressly stated to the contrary, and in addition to the Specific Exclusions stated for any individual Cover, no cover is available hereunder and 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. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
3. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
5. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
6. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
7. Liability more specifically insured elsewhere.
8. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances unless specifically covered.
9. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
10. Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature indirectly 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 endorsement an act of terrorism means an act, 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act terrorism.

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

#### **GENERAL CONDITIONS (Applicable to All Sections)**

##### **1. Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Named Insured, shall be a condition precedent to any liability of the Company under this Policy.

##### **2. Reasonable Care**

- i. The Insured and/or, where applicable, the Named Insured, shall:
- ii. take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;
- iii. take all reasonable steps to prevent a claim from arising under this Policy;

- iv. ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- v. when the Insured Premises are left unattended or unoccupied, ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

### 3. Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for in the Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- I. the Insured shall immediately and in any event within 14 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
- II. the Insured shall, if advised to do so by the Company, 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
- III. the Insured shall within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- IV. 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
- V. the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require. Defence Costs incurred by the Company or on behalf of the Insured shall reduce the Sum Insured.

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

### 4. Basis of Claim Payment

- i. Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- ii. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
- iii. Unless otherwise expressly stated in the particular section, if the value of the Insured Premises and Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

#### iv. List of Claim Documents:

##### A. Fire & Allied Perils Cover

In 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;
- b. Police report (FIR);
- c. Surveyor report/ Investigator Report
- d. Fire Brigade Report
- e. NEFT details & cancelled cheque
- f. All documentation required to support and substantiate the claim amount

##### B. Burglary and Robbery Cover

In 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 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. Police Final Investigation Report
- d. NEFT details & cancelled cheque

#### **C. Cylinders in Transit**

In 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;
- b. Police report(FIR);
- c. Surveyor report/ Investigator Report
- d. Fire Brigade Report, in case of fire.
- e. NEFT details & cancelled cheque
- f. All documentation required to support and substantiate the claim amount

#### **D. Money Insurance**

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 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. Report of staff in relation to the loss
- c. FIR Copy.
- d. Detail list of loss money
- e. Surveyor report/ Investigator Report
- f. Accounting documents relating to the loss
- g. Police Final Investigation Report
- h. NEFT details & cancelled cheque
- i. All documentation required to support and substantiate the claim amount

#### **E. Fidelity Guarantee**

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 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. Surveyor report/ Investigator Report
- d. Police Final Investigation Report.
- e. NEFT details & cancelled cheque
- f. All documentation required to support and substantiate the claim amount

#### **F. Public Liability Cover**

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;
- b. FIR, wherever necessary;
- c. Documents seeking compensation by the third party from the Insured.
- d. All documentation required to support and substantiate the claim amount

#### **G. Employee Accident Cover**

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 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. Work / Job profile.
- c. Wage proof for last 12 months.
- d. Age proof.
- e. Employment proof.
- f. Injury details and Medical Certificate.
- g. Disablement Certificate.
- h. Postmortem report in case of death.
- i. NEFT details & cancelled cheque
- j. All documentation required to support and substantiate the claim amount

#### **H. Personal Accident Cover (Employees & Customer)**

For List of Claim Documents , please refer to point number 4 under “Special Condition Applicable to Cover 8 and Cover 9”

#### **I. Pedal / Tri Cycle**

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;
- b. Receipts, in case of repair.
- c. FIR, incase of Third Party Liability.
- d. All documentation required to support and substantiate the claim amount
- e. Documents seeking compensation by the third party from the Insured
- f. NEFT details & cancelled cheque

#### **J. Neon Sign/ Glow Sign AND Plate Glass**

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;
- b. Receipts, in case of repair/replacement.
- c. FIR , wherever necessary;
- d. Police Final Investigation Report ,wherever necessary;
- e. Fire Brigade Report, in case of Fire.
- f. All documentation required to support and substantiate the claim amount
- g. NEFT details & cancelled cheque

- v. 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.
- vi. 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

#### **5. Territorial Limits**

This Policy covers insured events arising during the Policy Period within India, save in respect of Section 8 (Personal Accident- Employees) 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.

#### **6. 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 or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

However, this condition will not be applicable to Section 8 and 9 (Personal Accident Cover) of this Policy.

**7. 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 the Insured's indemnification by the Company.

However, this condition will not be applicable to Section 9 (Personal Accident Cover) of this Policy.

**8. Fraud**

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

**9. Renewal Process**

- a. Under normal circumstances, renewal will not be refused except on the grounds of Insured's moral hazard, misrepresentation or fraud.
- b. Renewal Condition Applicable Only to Section 8 and Section 9: In case of our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. However, any accident/injury contracted during the break period will be not be admissible under the policy

**10. Cancellation**

- a. This Policy may be cancelled by or on behalf of the Company by giving the Insured at least **15 days** written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Insured's non-cooperation For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- b. This Policy may be cancelled by the Insured at any time by giving at least **15 days** written notice to the Company. The Company will refund premium in accordance with the Short Period Scale below:

Short Period Scale

Period of Risk (Not exceeding)	Premium to be retained (%age of the Annual Premium).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund of premium shall be due on cancellation if the Insured and/or, where applicable, the Named Insured, has made a claim under this Policy.

**11. Arbitration**

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.

## 12. Dispute Resolution

- a. 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 question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- c. 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.
- d. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such 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.
- e. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

## 13. Notices

- a. Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- b. Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

## 14. Governing Law

The construction, interpretation and meaning of the provisions of this 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.

## 15. Entire Contract

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

## 16. Resolving Issues

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

### First Step

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

### Second Step

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

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

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

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

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 (O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011 (O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 (O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018 (O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002 (O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G.Baruah Rd, GUWAHATI-781 021 (O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (O) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N.S. Road, 3rd Flr., KOLKATA -700 001. (O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 (O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

**Note:** Address and contact number of Governing Body of Insurance Council  
Secretary General - Governing Body of Insurance Council  
Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054  
Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)

## 17. Endorsement

### **TERRORISM DAMAGE COVER ENDORSEMENT UNDER SECTION 1 – STANDARD FIRE AND SPECIAL PERILS COVER INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, 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:-

(i) Physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained, 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.

(ii) 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 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.

(iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, 2 commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy. Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

#### **EXCLUSIONS :**

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:
  - i. voluntary abandonment or vacation,
  - ii. confiscation, commandeering, nationalisation, 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;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages 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;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured Under Section 1 – Standard Fire and Special Perils given in the Policy Schedule or INR 10,000,000,000 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 any one or all insurers shall be INR 10,000,000,000 for Material Damage. If the actual aggregate loss suffered at one compound/location is more than INR 10,000,000,000 for Material damage, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS FOR TERRORISM COVER**

- i. For Industrial Risk- 5% of Claim Amount subject to a minimum of INR 100,000. Maximum limit of Sum Insured -INR 25,000,000
- ii. For Non Industrial Risk- 1% of Claim Amount subject to a minimum of INR 25,000. Maximum Limit of Sum Insured -INR 1,000,000.
- iii. For Shops and residences- 1% of Claim Amount subject to a minimum of INR 10,000. Maximum Limit of Sum Insured- 500,000

#### **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.

**ENDORSEMENT FOR SECTION 8 – PERSONAL ACCIDENT [Employees]**

**Add On: Hospital Confinement Cover**

It is hereby agreed and declared that on of payment of Additional Premium the Cover under Section 8 – Personal Accident (Employees) is extended to pay an amount of Rs.1000/- for each complete calendar day that the Insured Employee is hospitalised for medical reasons because of the Accidental Bodily Injury met by him/her and the Company accepted a claim under Part A, B, C or D of the Cover under Section 8.

It is also agreed and declared that the Company's Liability under this Endorsement shall not exceed Rs.30,000/- during the Policy Period in respect of one or more claims.

Subject to all other terms, conditions, exclusions of the Policy.