

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113 Regd. Office & Head Office: GE Plaza, Airport Road, Yerwada, Pune - 411 006 Product UIN: IRDAN113P0001V01201819

CARD PROTECTION GROUP INSURANCE POLICY

GROUP POLICY WORDINGS:

Whereas as the Insured has made to Bajaj Allianz General Insurance Company Ltd. (hereinafter called the Company), a proposal which is hereby agreed to be the basis of this 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 Beneficiary in excess of the amount of the Deductible and subject always to the Sum Assured, against such loss/expenses, as is herein provided and such loss/expenses is actually incurred by Insured Beneficiary within the Cover Period.

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 feminine wherever the context so permits:

- 1. Accident or Accidental means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. **ATM Robbery** means Robbery of the money that was withdrawn by the Insured Beneficiary from any ATM in India using his/her Card, that occurs within 15 minutes of the withdrawal of the money from the ATM and within 50 meters radius of that ATM.
- 3. **Bodily Injury/ Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner/Physician/Doctor.
- 4. **Card/ Property/ Valuable Security** means the credit card, cash card, debit card and other similar cards issued to the Insured Beneficiary by a Qualified Financial Institution.
- 5. Card Loss means
 - i. inadvertent loss of possession of the Card by the Insured Beneficiary or
 - ii. theft of the Card from the Insured Beneficiary during the Policy Period including Cards lost in transit/ wrong delivery before its eventual receipt by the original Card holder.
- 6. **Certificate of Insurance** means the Document issued by the Company to the Insured Beneficiary under the Terms and Conditions of Master Policy/Group Policy detailing the Master Policy number, the Card details, Cover Period with the commencement date and expiry date of the cover, Insured Beneficiary's name, address, coverage, benefits, Sums Assured, Deductible, condition(s), exclusions and or endorsement(s), and the terms and conditions of the coverage.
- 7. **Cover Period** means the period as specified in the Certificate of Insurance issued to the respective Insurance Beneficiary during which the Card is insured as per Terms and Conditions of the Master Policy.
- 8. **Deductible** means the amount which shall be borne by the Insured Beneficiary in respect of each and every claim made under the Certificate of Insurance. The Company's liability to make any payment under the Certificate of Insurance is in excess of the Deductible.
- 9. FIR means the complaint filed by the Insured Beneficiary and registered by the police Station within whose jurisdiction the offence alleged is committed/occurred or such other statutory authority as is appropriate in the circumstances. Provided that once the Insured Beneficiary files the complaint with concerned police Station within whose jurisdiction the offence alleged is committed/occurred then same will be regarded as FIR, notwithstanding delay (if any) caused by the concerned Police Station in Registering the complaint and / or in converting such complaint into a FIR.
- 10. **Fraudulent Transaction** means the transactions done through Point Of Sale /ATM/Online payment gateway by someone else other than the Insured Beneficiary without his/her consent and impersonating the Insured Beneficiary
 - i. through a Card which is counterfeit/ cloned/ skimmed/ duplicate Cards or
 - ii. using Card details obtained by Phishing.

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- 11. **Group:** The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and further amendments, circulars/guidelines/regulations, if any Issued/that may be issued, from time to time.
- 12. **Insured / Policyholder** means the (i) Organization/Entity which is a Qualified Financial Institution or Group Manager [as per IRDAI guidelines] named in the Master Policy.
- 13. Insured Beneficiary shall mean individual Card holders of the group covered under the Master Policy.
- 14. **Master Policy** shall mean the group Policy issued to the Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance shall be issued to the Insured Beneficiary. The validity of the Master Policy shall be for a period of twelve months as mentioned in the Group Policy Schedule.

15. Medical Practitioner/ Physician/Doctor:

Is a person who holds a valid registration/license 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 registration/license. "Physician" shall not include any member of the Insured Beneficiary's family. Chiropractitioner stands excluded from this definition.

16. Permanent Total Disability

- Medical practitioner certified total, continuous and permanent:
- (a) loss of the sight of both eyes
- (b) physical separation of or the loss of ability to use both hands or both feet
- (c) physical separation of or the loss of ability to use one hand and one foot
- (d) loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

Such Disability shall be calculated on basis of Disability Certificate from Civil Surgeon of Government Hospital stating the continuous and permanent disability with disability percentage.

- 17. **Period of Days** means the number of days (not falling outside the Cover Period) before the financial loss/Card loss was reported by the Insured Beneficiary to the card issuer during which any loss incurred by the Insured Beneficiary will be covered.
- 18. **Phishing** is the attempt to obtain sensitive information such as usernames/user ID, passwords, and Card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy Entity in a written electronic communication.
- 19. **Policy** means the Proposal, the Master Policy Schedule along with these Terms and Conditions, Certificate of Insurance issued to respective Insured Beneficiary/ies and any endorsements attaching to and/or forming part thereof either at the commencement or during the Policy Period.
- 20. **Policy Period** refers to group Master Policy period, within which Certificates of Insurance are issued to members (individual Card holders) of the group. Also references to Policy Period will imply Cover Period of respective Certificate of Insurance/s.
- 21. **Qualified Financial Institution** means Banking Company under Reserve Bank of India Act, 1934 and shall also include a Non-Banking Financial Company as defined under Reserve Bank of India Act, 1934 read with the RBI guidelines, from time to time.
- 22. **Robbery** means (i) in order to the committing of the theft of property or valuable security of Card, or in committing the theft, or in carrying away or attempting to carry away property or valuable security of Card obtained by the theft from the Insured Beneficiary, the offender, for that end, voluntarily causes or attempts to cause to the Insured Beneficiary and/or Insured Beneficiary'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 from the Insured Beneficiary, is in the presence of the Insured Beneficiary and/or Insured Beneficiary and/or Insured Beneficiary's family members who is/are put in fear, and commits the extortion by putting the Insured Beneficiary and/or Insured Beneficiary's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured Beneficiary and/or Insured Beneficiary's family members in fear, induces the Insured Beneficiary's family members, and, by so putting in fear, induces the Insured Beneficiary and/or Insured Beneficiary's family members so put in fear then and there to deliver up the thing extorted. In this regard the offender is said to be present if he is sufficiently near to put the Insured Beneficiary and/or Insured Beneficiary's family members in fear of instant death, of

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instant hurt, or of instant wrongful restraint. In this regard Card which is insured under the Certificate of Insurance is valuable security.

The term **'Extortion'** means whoever intentionally putting the Insured Beneficiary and/or Insured Beneficiary's family members in fear of any injury to the Insured Beneficiary and/or Insured Beneficiary's family members, and thereby dishonestly induces the Insured Beneficiary and/or Insured Beneficiary's family members so put in fear to deliver to any person any property or valuable security of Card which is insured under the Certificate of Insurance, or anything signed or sealed which may be converted into a valuable security commits Extortion.

- 23. **Schedule** means the Card protection Group insurance Policy schedule, and any annexure to it, attached to and forming part of the Policy.
- 24. **Subrogation** means the right of the Company to assume the rights of the Insured Beneficiary to recover loss/expenses paid out under the Certificate of Insurance that may be recovered from any other source.
- 25. **Sum Assured [SA]** means the section wise amount stated in the Certificate of Insurance, which is the maximum amount (regardless of the number and amount of claims made) for any one claim and or in the aggregate for all claims under the respective section made by the Insured Beneficiary under the Certificate of Insurance during any one Cover Period.
- 26. **Theft** means whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.
- 27. Unauthorised Use means misuse of the Insured Beneficiary's Card without his/her consent

i. on account of a Fraudulent Transaction,

ii. following Card Loss.

Unauthorised Use shall be construed accordingly.

- 28. "We, Our, Ours, Us", Company means the Bajaj Allianz General Insurance Company Limited.
- 29. You, Your, Yourself/Your Family named in the Certificate of Insurance means the Insured Beneficiary that We insure as set out in the Schedule.

SECTION 1: CARD COVER

COVERAGE

The Company shall indemnify the Insured Beneficiary during the Cover Period for Financial loss as a direct result of

I) Unauthorized Use of the Insured Beneficiary's Card, and

- a) which has occurred during the Period of Days specified in the Certificate of Insurance before the Insured Beneficiary reported the Card as lost/misplaced or stolen to the issuer of the Card or
- b) which has occurred during the Period of Days specified in the Certificate of Insurance before the Insured Beneficiary reported the Fraudulent Transaction to the card issuer or
- c) where the Insured Beneficiary has been an innocent victim of Phishing and believing the fraudster to be a genuine entity / person transferred the money to the perpetrator, the company shall pay for only first 3 instances of such transfers during the Cover Period mentioned in the Certificate of Insurance issued to Insured Beneficiary.
- II) ATM Robbery limited to Rs.25000 for any one loss and Rs.50000 in any one year.

The liability of the Company in respect of any one Card in any one Cover Period will not individually or in the aggregate exceed the Sum Assured stated in the Certificate of Insurance subject to the terms, conditions, warranties and exclusions of Standard Terms and Conditions of this Policy.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1

This Policy does not cover the loss incurred by Insured Beneficiary:

- 1. if it does not fall within the scope of (I) and (II) of the Section 1 coverage mentioned above.
- 2. If there was no transaction on the Card for consecutive 6 months or more prior to the date of loss.
- 3. If the Insured Beneficiary uses a Card in a way which the card issuer does not allow;
- 4. If losses are suffered as a result of any act of god, natural disaster, civil war, terrorist act or any other

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similar occurrence;

- 5. For any loss arising out of a PIN based fraud
 - (i) if the PIN was mentioned on the Card itself, shared with any person or
 - (ii) if the default PIN given by card issuer had not been changed wherever it has been suggested by the card issuer.
- 6. Deductible of
 - a) The first Rs.5,000 for each and every loss arising out of Unauthorised use of Card except Phishing
 - b) The first 20% of claim amount for Phishing
 - c) The first Rs.1,000 for each and every loss arising out of ATM Robbery
- 7. For any claim where "One time Password" on registered mobile number for any transaction has been shared with any person by the Insured Beneficiary.
- 8. For any loss arising outside India due to sharing of transaction rights to any person by the Insured Beneficiary to whom the card issuer has provided temporary transaction rights
- 9. If the Insured Beneficiary has not completed age of eighteen (18) years or is not a Resident in India.
- 10. For any loss arising out of any Card transaction which have occurred after the loss of Card has been reported [orally or in written] to the Insured.
- 11. If in case of cancellation of purchases of products or services, if the amount refunded is not credited to the original source of booking then the Company will not make payment for any claim arising as a consequence of this to the Insured Beneficiary.
- 12. If online transactions are done without the mandatory 2 factor authentication.
- 13. For losses sustained by the Insured Beneficiary(ies) through forgery or alteration of or on or in any written instrument required in conjunction with any Card.
- 14. For losses resulting from any Card issued by Insured without Insured Beneficiary making a proper application to the Insured named in the Schedule. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Insured named in the Schedule.
- 15. Damages and/ or liabilities to any third parties
- 16. Damages or losses to anything other than the money that was withdrawn by the Insured Beneficiary from his/her account from the ATM in case of ATM Robbery.
- 17. Phishing losses attributed to unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

SPECIAL CONDITIONS APPLICABLE TO SECTION 1

Making a Claim

Upon the happening of any event, which may give rise to a Claim under this Policy,

- 1. The Insured Beneficiary shall give notice to the nearest police station giving full particulars of the loss but in any case within 24 hours of knowledge/discovering the Card Loss and or Fraudulent Transactions.
- 2. The Insured Beneficiary must report Card Loss to the Policyholder by telephone within 12 hours of knowledge/discovering the Card Loss and or Fraudulent Transactions
- **3.** The Insured Beneficiary shall, if requested, immediately give written notice to the Company at the company address with full particulars to the extent possible.
- **4.** In the event of a ATM Robbery:
 - a) Insured Beneficiary should inform Us within 24 hours of discovering the loss to make a claim.
 - b) The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.
- 5. Following receipt of a Claim from Insured Beneficiary, the Policyholder shall immediately give written notice to the Company giving preliminary information regarding particulars about the loss. The Policyholder shall provide the Insured Beneficiary with the claim form and collect the documents pertaining to the claim as mentioned below. The Policyholder and Insured Beneficiary will, within a period of thirty (30) days of reporting of loss, submit full details of the Claim, supported by the following documents duly completed in all respects to the Company:
 - a) Completed claim form in English/Hindi

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- b) Attested Copy of FIR or Complaint to Police (or stamped police notification) in regional language/English and/or translated in English/Hindi to be lodged within 24 hours post reporting the lost Card. In case of ATM Robbery, FIR must indicate the exact time of ATM Robbery and distance from the ATM from which the money was withdrawn.
- c) Confirmation of the date that the Insured Beneficiary informed about the loss to the Policyholder.
- d) Card Statement for last 6 months certified by the Insured indicating Fraudulent Transactions/Unauthorised Use and loss liability.
- e) Letter of Subrogation on Rs.100 stamp paper.
- f) Photo Id proof of the Insured Beneficiary
- 6. On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured. If the Company, for any reasons, decides to reject a claim under the Certificate of Insurance read with Policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document.

In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment

- 7. On payment of a claim by the Company, the Sum Assured mentioned in the Certificate of Insurance will stand reduced by the amount of claim paid and cannot be reinstated.
- 8. The Policyholder and Insured Beneficiary will also make available any additional information/documents required by the Company to enable the Company to determine the admissibility of the claim. Any further / specific requirement which may be typical to the loss may also be raised by the Company, however, such requirement shall have to be raised within 7 working days from the date of receipt of documents as per 4 above.

*Note: Waiver of conditions (1) to (4) may be considered in extreme cases of hardship where it is proved to Company's satisfaction that under the circumstances in which Insured Beneficiary(ies) were placed, it was not possible for the Insured Beneficiary or any other person to give notice or file claim within the prescribed time limit.

SECTION 2: PERSONAL ACCIDENT COVER

COVERAGE

In the event of any Accidental Bodily Injury sustained by the Insured Beneficiary anywhere in the world during the Cover Period, the Company will make payment as provided for below.

A) Death

- i. The Company shall pay the Sum Assured in the event of Accidental Bodily Injury resulting in Death of the Insured Beneficiary within 12 months of such Accidental Bodily Injury being sustained, whereupon this Coverage under Section 2 insofar as it relates to that Insured Beneficiary shall expire.
- ii. The Company will also, in addition to the Sum Assured, pay up to 2% of the Sum Assured or Rs.5,000/-(whichever is lower) towards the cost of transporting the mortal remains of the Insured Beneficiary from the place of death to the hospital/ residence and/or cremation and/or burial ground.

B) Permanent Total Disability

- i. In the event of Accidental Bodily Injury resulting in Permanent Total Disability of the Insured Beneficiary within 12 months of such Injury being sustained, the Company will pay 125% of the Sum Assured, whereupon this Coverage under Section 2 insofar as it relates to that Insured Beneficiary shall expire.
- ii. If the Insured Beneficiary was suffering from any permanent disability 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 such pre-existing, as advised by the concerned Government Medical Authority.



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SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2

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) suicide, attempted suicide or self-inflicted injury or illness;
- 2) any mental dysfunction or disorder, or psychosomatic dysfunction or disorder;
- 3) the use or misuse of any drugs, alcohol, intoxicants or hallucinogens;
- 4) stroke, epileptic fit or other cramp like attacks or convulsions unless caused by an insured event under this Cover;
- 5) deliberate or intentional criminal act of the Insured Beneficiary;
- 6) any accident resulting from 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;
- 7) any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured Beneficiary;
- 8) whilst engaging in adventure sports, 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;
- 9) any accident suffered by the Insured Beneficiary on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;
- 10) any accident caused either directly or indirectly by nuclear energy, radiation;
- 11) curative treatments or interventions that the Insured Beneficiary performs or has had performed on his body;
- 12) venereal or sexually transmitted disease;
- 13) 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;
- 14) Including treatment thereof pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing;
- 15) Any loss if there was no transaction on the Card for consecutive 6 months or more prior to the date of loss.

SPECIAL CONDITIONS APPLICABLE TO SECTION 2

Making a Claim

If the Insured Beneficiary meets with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to Our liability:

- a. Insured Beneficiary or someone claiming on Insured Beneficiary's behalf must inform Us in writing immediately and in any event within 14 days.
- b. Insured Beneficiary must immediately consult a Doctor/ Medical Practitioner and follow the advice and treatment that he recommends.
- c. He/She must take reasonable steps to lessen the consequences of Insured Beneficiary's Bodily Injury.
- d. At Company's cost, Insured Beneficiary must have himself/herself examined by Company's medical advisors, if the Company ask for this, and as often as the Company considers this to be necessary.
- e. Insured Beneficiary or someone claiming on Insured Beneficiary's behalf must promptly give Company the documentation and other information the Company ask for to investigate the claim or Company's obligation to make payment for it.
- f. In event of Insured Beneficiary's death, someone claiming on his/her behalf must inform the Company in writing immediately and send Us a copy of the post mortem report (if any) within 14 days.

*Note: Waiver of conditions (a) ,(d) and (f) may be considered in extreme cases of hardship where it is proved to Company's satisfaction that under the circumstances in which Insured Beneficiary(ies) were placed, it was not possible for the Insured Beneficiary or any other person to give notice or file claim within the prescribed time limit.

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GENERAL EXCLUSIONS

- 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 of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 3) Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 4) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.
- 5) Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component there of

GENERAL CONDITIONS

1. Due Observance

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

2. Reasonable Care

The Insured Beneficiary shall:

- a. Take all reasonable steps to safeguard the Insured Asset against any Covered Insured Event.
- b. Take all reasonable steps to prevent a claim from arising under this Policy
- c. Take all reasonable steps to minimise a loss and act as a prudent un-insured.

3. Duties and Obligations after Occurrence of an Covered Insured Event:

Save as more specifically provided for elsewhere in the Certificate of Insurance read with Terms and Conditions of Policy, it is a condition precedent to the Company's liability under this Certificate of Insurance read with Terms and Conditions of Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- a. The Insured or Insured Beneficiary shall immediately and in any event within 24 hours give written notice of the same to the Company or any of its representatives and appointees, at the address shown in the Certificate of Insurance read with Terms and Conditions of Policy for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- b. The Insured or Insured Beneficiary shall within 30 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount of Indemnification sought from the Company, and
- c. The Insured or Insured Beneficiary shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- d. The Insured or Insured Beneficiary shall allow the Company and its representatives and appointees to inspect any Insured Asset and or any material items, as per 'the Right to Inspect' Clause.

*Note: Waiver of conditions (a) and (c) may be considered by the Company at its absolute discretion, in extreme cases of hardship where it is proved to the satisfaction of the Company that under the

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circumstances in which the Insured Beneficiary was placed, it was not possible for the Insured or Insured Beneficiary or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit. The decision of the Company shall be final and binding on the Insured or Insured Beneficiary.

4. Right to Inspect

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

5. Contribution (Applicable only to Section: 1 Card Cover)

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 Beneficiary applicable to each of such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6. Subrogation

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

7. Group Discount

Applicable group discount will be as per the table below

Group Size	Group Discount
Upto 1000	0.0%
1001 to 2000	5.0%
2001 to 3000	7.0%
3001 and above	10.0%

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

8. Fraud

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

9. Cancellation of Master Policy/Certificate of Insurance by the Company



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- a. The Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Master Policy by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the Master Policy even then the respective Certificate of Insurance/s issued to various Insured Beneficiaries shall be valid for the Covered Period, unless the Certificate of Insurance is also cancelled by the company.
- b. The Certificate of Insurance may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the Insured and Insured Beneficiary.
- c. If the Certificate of Insurance is cancelled by the Company after the commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary the Company shall refund to the Insured a pro-rata premium for the unexpired Cover Period in respect of the Certificates of Insurance issued prior to the date of cancellation on which no claim has been lodged.
- d. No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the Insured Beneficiary.
- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the Certificate of Insurance is cancelled.
- f. Under normal circumstances the policy shall not be cancelled by the company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the Insured Beneficiary. Provided however if Certificate of Insurance is cancelled due to Fraud by the Insured and/or Insured Beneficiary then the premium shall be forfeited and no refund of premium shall be made by the Company.

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

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

Note: For avoidance of doubts it is also clarified that since premium is borne and paid by Insured and received by the Company, any cancellation or refund of such premium shall always be made to Insured as mentioned herein.

11. Validity of Certificate of Insurance

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

- a. The expiry date of Cover Period as mentioned in the Certificate of Insurance
- b. In case of loss/damage, any claim paid up to the Sum Assured as mentioned in the Certificate of Insurance
- c. The date that the Insured Beneficiary is no longer member of the group of the Insured.

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d. The effective date of cancellation of Certificate of Insurance by the Company or Insured , as the case may be, in accordance with these terms and conditions of the Policy

12. Transfer

Transferring/assigning of Interest in this Policy to anyone else is not allowed.

13. Automatic Termination

The cover for the Insured Beneficiary shall terminate immediately in the event of admissible claim and settlement of 100% Sum Assured mentioned in the Certificate of Insurance.

14. Dispute Resolution

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

15. Notices

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

16. Governing Law

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

17. Entire Contract

This Policy read with respective Certificate of Insurance constitutes the complete contract of insurance for the Insured Beneficiary. No change or alteration in this Policy shall be valid or effective unless

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approved in writing by the Company, which approval shall be evidenced by an endorsement to the Policy/Certificate of Insurance.

18. Territorial Limits

This Policy and Certificate of Insurance covers insured events of concerned Insured Beneficiary arising during the Cover Period within India. The Company's liability to make any payment under admissible claims under Certificate of Insurance shall be to make payment to concerned Insured Beneficiary within India and in Indian Rupees only.

19. Renewal Notice

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

20. Resolving Issues

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

First Step

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

Second Step

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

Customer Care Cell

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

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

Jurisdiction of Office Union Territory,District)
Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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Union Territory,District) Karnataka.
Karnataka.
Karnataka.
Karnataka.
Madhya Pradesh Chattisgarh.
Orissa.
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
Tamil Nadu, Pondicherry Town and raikal (which are part of Pondicherry).
Delhi.
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Office Details	Jurisdiction of Office Union Territory,District)
Fax: 011 - 23230858	
Email: bimalokpal.delhi@gbic.co.in	
GUWAHATI - Sh. / Smt.	
Office of the Insurance Ombudsman,	Assam,
Jeevan Nivesh, 5th Floor,	Meghalaya,
Nr. Panbazar over bridge, S.S. Road,	Manipur,
Guwahati – 781001(AŠŠÁM).	Mizoram,
Tel.: 0361 - 2132204 / 2132205	Arunachal Pradesh,
Fax: 0361 - 2732937	Nagaland and Tripura.
Email: bimalokpal.guwahati@gbic.co.in	
HYDERABAD - Shri. G. Rajeswara Rao	
Office of the Insurance Ombudsman,	
6-2-46, 1st floor, "Moin Court",	
Lane Opp. Saleem Function Palace,	Andhra Pradesh,
A. C. Guards, Lakdi-Ka-Pool,	Telangana,
Hyderabad - 500 004.	Yanam and
Tel.: 040 - 65504123 / 23312122	part of Territory of Pondicherry.
Fax: 040 - 23376599	
Email: bimalokpal.hyderabad@gbic.co.in	
JAIPUR - Shri. Ashok K. Jain	
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
0	Paiasthan
Bhawani Singh Marg,	Rajasthan.
Jaipur - 302 005. Tel.: 0141 - 2740363	
Email: Bimalokpal.jaipur@gbic.co.in	
ERNAKULAM - Shri. P. K. Vijayakumar	
Office of the Insurance Ombudsman,	
2nd Floor, Pulinat Bldg.,	Kerala,
Opp. Cochin Shipyard, M. G. Road,	Lakshadweep,
Ernakulam - 682 015.	Mahe-a part of Pondicherry.
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 - 2359336	
Email: bimalokpal.ernakulam@gbic.co.in	
KOLKATA - Shri. K. B. Saha	
Office of the Insurance Ombudsman,	
Hindustan Bldg. Annexe, 4th Floor,	West Bengal,
4, C.R. Avenue,	Sikkim,
KOLKATA - 700 072.	Andaman & Nicobar Islands.
Tel.: 033 - 22124339 / 22124340	
Fax : 033 - 22124341	
Email: bimalokpal.kolkata@gbic.co.in	
LUCKNOW Christer D. D. Drawet	Districts of Uttar Pradesh :
LUCKNOW - Shri. N. P. Bhagat	Laitpur, Jhansi, Mahoba, Hamirpur, Banda,
Office of the Insurance Ombudsman,	Chitrakoot, Allahabad, Mirzapur,
6th Floor, Jeevan Bhawan, Phase-II,	Sonbhabdra, Fatehpur, Pratapgarh,
Nawal Kishore Road, Hazratganj,	Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur,
Lucknow - 226 001.	Lucknow, Unnao, Sitapur, Lakhimpur,
Tel.: 0522 - 2231330 / 2231331	Bahraich, Barabanki, Raebareli, Sravasti,
Fax: 0522 - 2231310	Gonda, Faizabad, Amethi, Kaushambi,
Email: bimalokpal.lucknow@gbic.co.in	Balrampur, Basti, Ambedkarnagar,
	Sultanpur, Maharajgang, Santkabirnagar,

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Office Details	Jurisdiction of Office Union Territory,District)
	Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri. Sadasiv Mishra Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.
PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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