



Issuing office :

PERSONAL GUARD - INDIVIDUAL PERSONAL ACCIDENT POLICY - POLICY DOCUMENT

Our agreement to insure you is based on your Proposal to us, which is the basis of this agreement, and your payment of the premium. This Policy records the entire agreement between us and sets out what we insure, how we insure it, and what we expect of you.

A What we will pay for

Our liability to make payment to you for one or more of the events described at 1) to 4) below is limited to the Total Sum Assured, except as we have agreed at 2).

You agree that we shall deduct from any amount we have to pay under 1) to 4) any amount that we have already paid under any of 1) to 4), so that our total payments do not exceed the Total Sum Assured. However, if we become liable to make payment under 1) or 2), then this insurance will cease as far as you are concerned.

1) Death

We will pay your Assignee 100% of the sums assured shown under the Schedule headings Basic, Wider and Comprehensive if during the Policy Period you meet with Accidental Bodily Injury that causes your death within 12 months.

2) Permanent Total Disability

We will pay you 125% of the sums assured shown under the Schedule headings Wider and Comprehensive if you meet with Accidental Bodily Injury during the Policy Period that causes your Permanent Total Disability within 12 months.

3) Permanent Partial Disability

If you meet with Accidental Bodily Injury during the Policy Period that causes your Permanent Partial Disability within 12 months, we will pay the percentage shown in the table below applied to the sums assured shown under the Schedule headings Wider and Comprehensive.

Nature of Disability	Amount payable
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%

- a) If your Permanent Partial Disability is not listed in the table, then we will pay a proportion of the sum assured shown under the schedule headings Wider and Comprehensive. You agree that the amount payable by us will be decided by our medical advisors according to the degree to which your normal functional physical capacity has been impaired permanently.
- b) If you were already suffering from Permanent Partial Disability before the date you met with Accidental Bodily Injury, then the amount we pay will be reduced by that extent. You agree that the reduction will be





decided by our medical advisors according to the degree of Permanent Partial Disability from which you were already suffering.

4) 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 heading Comprehensive 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.

5) Additional Insurance

a) Transportation

If we have accepted a claim under 1) for your death, then we will pay towards the actual cost of transporting your remains from the place of death to a hospital, cremation ground or burial ground. The amount we pay will be limited to the lower of Rs.5,000/- and 2% of the sums assured shown under the schedule headings Basic, Wider and Comprehensive.

b) Children's Education Benefit

If we have accepted a claim under either 1) or 2), then we will make a one time payment of Rs.5,000/- 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 Allowance (Available if the schedule shows you opted for it)

If we have accepted a claim under 1) to 4), then we will pay Rs.1,000/- 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.

d) Medical Expenses Reimbursement (Available if the schedule shows you opted for it)

If we have accepted a claim under 1) to 4), then we will



reimburse the costs of necessary medical treatment You had to obtain from a Doctor because of the Accidental Bodily Injury you met with. However, our payment will be limited to 40% of the value of the claim We accepted under 1) to 4) or Rs.5,00,000/-, whichever is lower.

B What we will not pay for

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) Accidental Bodily Injury that You 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 the insured person(s) 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 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) Your 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 nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 7) Nuclear energy, radiation.

If we cannot agree whether any of these exclusions apply to





your claim, you agree to accept the burden of proving that they do not apply.

C Conditions

1) Conditions Precedent

Where this Policy requires you to do or not to do something, then the complete satisfaction of that requirement by you or someone claiming on your behalf is a precondition to any obligation we have under this Policy. If you or someone claiming on your behalf fails to completely satisfy that requirement, then we may refuse to consider Your claim.

2) Making a Claim

If you meet with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a) You or someone claiming on your behalf must inform us in writing immediately, and in any event within 14 days.
- b) You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c) You must take reasonable steps to lessen the consequences of your Bodily Injury.
- d) You must have yourself examined by our medical advisors if we ask for this, and as often as we consider this to be necessary.
- e) You or someone claiming on your behalf must promptly give us the documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f) If you die, someone claiming on your behalf must inform us in writing immediately and send us a copy of the post mortem report (if any) within 14 days.

3) Paying a claim

- a) You agree that we need only make payment when you or someone claiming on your behalf has provided a claim to our satisfaction.
- b) We will make payment to you or your Nominee. If there is no Nominee and you are incapacitated or deceased, we will pay your heir, executor or validly appointed legal representative and any payment we make in this way will be a complete and final discharge of our liability to make payment.

4) Your change of Occupation

- a) If you change occupation then you must tell us in writing within 30 days of the change. If you do not do this, then this insurance will cease as far as you are

concerned from the date that you changed your occupation.

- b) If you meet with Accidental Bodily Injury before you have told us of a change in occupation and your new occupation would have attracted a higher premium, then the payment we make will be limited to the amount of insurance that the premium you have actually paid would have brought for your new occupation.

5) Cancellation

We can cancel this Policy by sending you 7 days written notice, and if we exercise this right then premium will be refunded pro rata. you can cancel this Policy by giving us 7 days notice, and if you exercise this right then premium will be refunded after retaining premium according to our short

Policy period not exceeding	% of annual rate
1 month	25
3 months	50
6 months	75
12 months	100

However, if any claim has been made then no refund will be given when you cancel.

6) Communications

Any communication meant for us must be in writing and be delivered to our address shown in the Schedule. Any communication meant for you will be sent by us to Your address shown in the schedule.

7) Policy Changes

No change can be made to this Policy unless we have approved it, and confirmed our approval by endorsing the schedule. No one is authorised to make or confirm any change on our behalf.

8) Territorial Limits

We cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but we will only make payment within India and in Indian Rupees.

9) Fraud

If you make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost.





10) Arbitration

- a) Any disputes or differences under or concerning this Policy, including its meaning or the amount to be paid for a claim, are to be referred to arbitration under the Arbitration & Conciliation Act 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- b) It is a condition precedent to any right of action or suit on this Policy that an arbitral award has first been obtained.
- c) If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

Occupation

supplied to us in considering whether and on what terms to offer this insurance

Your occupation as shown in the Schedule

Policy Period

The period between and including the start and end dates shown in the schedule

Accident, Accidental

A sudden, unintended and fortuitous external and visible event

Bodily Injury

Physical bodily harm or injury, but not any mental sickness, disease or illness

Doctor

A qualified medical practitioner holding a valid and subsisting license granted by the appropriate licensing authority, and acting within the scope of his license

11) Bonus

If you renew your Personal Accident Policy with us within 30 days of the end of the Policy Period and there has been no claim in the preceding year, we will increase the Total Sum Assured by 5% per annum, but:

- a) The maximum cumulative increase the Total Sum Assured will be limited to 5 years and 25% of your first Personal Accident Policy with us.
- b) This clause does not alter the annual character of this insurance or our right to decline to renew or to cancel the Policy.

Permanent Total Disability

Doctor 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

Permanent Partial Liability

Doctor certified total and permanent loss or impairment of a body part or sensory organ specified

D Words & Phrases with Special Meanings

The words and phrases listed have the special meanings we have set out below whenever they appear in this Policy in bold type and Initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

You, Your, Yourself The person or persons we insure as set out in the Schedule

We, Our, Us The Bajaj Allianz General Insurance Company Limited

Schedule The Schedule and any Annexure or Endorsement to it which sets out your personal details, the type of insurance cover in force and the sums assured.

Proposal The proposal form and other information and documentation

Policy

This Policy Document, the Schedule and the Proposal

Total Sum Assured

The amount stated in the Schedule, which is the maximum amount we will pay for claims made by you irrespective of the number of claims you make or the number of years that you have had a Personal Accident Policy with us

Assignee

The person named in the proposal or shedule to whom the benefits under the policy is assigned by the insured person.





Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

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

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: customer care@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 is mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2 nd 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	1 st 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, 1 st 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, 1 st 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	2 nd 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, 6 th 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

