

ALL RISK POLICY WORDINGS

TERMS AND CONDITIONS

Whereas the insured described in the schedule hereto has made a proposal to Bajaj Allianz General Insurance Company Limited (hereinafter called the Company) containing certain particulars and statements, which shall be the basis of this contract and be considered as incorporated herein for the Insurance hereinafter contained and has paid the premium as consideration for such insurance. Now this policy witnessed that subject to the terms, exceptions, limitations and condition contained herein or endorsed hereof the Company agrees to indemnify the Insured if at any time during the period of insurance the Property described in the schedule but not exceeding in the aggregate the total sum insured specified in the schedule.

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. **"Insured"** means the person named in the Schedule i.e the purchaser of the Insured equipment.
2. **"Beneficiary/User"**: The purchaser, whose name is as shown on the Invoice. However his / her Spouse, Children, Siblings & Parents can use the equipment.
3. **"Insured Equipment"** Product as shown on purchase Invoice such as Mobile Handset & Laptops
4. **"Burglary"** means unforeseen and unauthorized entry to or exit from the insured premises by forcible and violent means or following assault or violence or threat thereof to the insured or to the members of his family [which are detectable, shown and proved] with the intention to steal content there from.
5. **"Theft"** means the unforeseen and unauthorized entry to or exit from the Insured Premises which is detectable and evident, using no aggressive or violent means, with the intent to steal Contents there from.
6. **"Deductible/Excess"** 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.
7. **"Policy"** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
8. **"Policy Period"** means 12 months period from the date of purchase.
9. **"Schedule"** means the Schedule attached to and forming part of this Policy.
10. **"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 Insured's 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. The Sum Insured should represent the Purchase Invoice of the Insured Equipment.

SCOPE OF COVER: All risk cover predominantly covering **Fire and Allied Perils, Accidental Damage, Electrical and Mechanical Breakdown caused by accident, Transit and Any Other Fortuitous Cause** subject to following exclusions.

Excess for partial loss:

Up to the claim amount of Rs 20,000- excess 5% of the claim amount subject to a minimum of Rs 500.

Up to the claim amount of Rs 20,001 to Rs 50,000- excess 5% of the claim amount subject to a minimum of Rs 1000.

For claim amount more than 50,000- excess 5% of the claim amount subject to a minimum of Rs 1500.

Excess for Total losses : Nil

Geographical Scope : Anywhere in India

EXCLUSIONS: The Insurer shall not be liable for:

1. Any Loss or damage and any manufacturing defect that is covered by a supplier, dealer or under any manufacturer warranty and as a result of attack by unauthorised software/virus, software faults owing to which a Handset/Laptop fails to operate and damage by Wear and tear, moth, vermin or gradual deterioration, inherent defect or from any process of cleaning or repairing or renovating or maintenance.
2. Loss/Damage which is cosmetic in nature and does not result into complete stoppage of/or functioning of equipment.
3. Any consequential loss of whatsoever nature. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
4. Handset/laptop lost under mysterious circumstances, lost, fallen, disappearance/missing of handset/laptop, forgotten or misplaced or left unattended.
5. Intentional overloading or strain, over-running or excessive pressure, excessive charging, Scratching, denting and Cracking is excluded unless caused by accidental external means.
6. Cost of Replacement and internal leakage of the Battery, damage to accessories and SIM card / memory card unless caused by an insured peril to the Handset/Laptop.
7. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such handset/laptop contrary to the directives of the makers/manufacturers and/or this agents
8. Any loss or damage to the Insured property or to the general public and/or legal liability arising out of immoral or unethical use of Handset/Laptop.
9. Damage to or Theft of, or costs or charges, when repairing or replacing aeriels or battery chargers where these items are the only part of the Handset/Laptop that have been Damaged or stolen and Any loss related to indemnification for the Value added services
10. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the wilful act of the insured or any employee or the wilful act of any other person with a connivance of the insured or any employee.
11. Loss of Handset/Laptop resulting from or caused by theft, or attempted theft from unlocked vehicles or rooms and during the hire or loan of the insured Handset/Laptop to a third party.
12. Loss of Handset/Laptop in case ownership is transferred to the person other than the "Beneficiary" as per the definition mentioned above.
13. Any consequence arising from War, War like operations (whether War declared or not) , Act of Foreign Enemy, Hostilities, Civil War, Rebellion, Insurrection, Civil Commotion, Military usurped power, Seizure, Capture, Confiscation, Arrest. Restraints and or Detainment by order of any Government or any other Authority and other standard exclusions related to nuclear weapons and ionising radiations as per policy wordings.
14. Electromagnetic field (EMF) Exclusion: The policy does not apply to, have no liability hereunder to the insured in respect of personal injury, bodily injury or illness of a person, loss or damage to property, or advertising liability arising out of, exposure to any electric, magnetic and/ or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the insured's power lines or otherwise.
15. **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 directly or indirectly caused by, resulting from or in connection with any o 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), 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.
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 of terrorism.

If the company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Policy issuing Office of the Company.
 2. The Insured shall take all ordinary and reasonable precautions for the safety of the property Insured and maintain it in efficient condition. The company shall have at all times free and full access to examine the insured property or any part thereof.
 3. The Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of mis description, misrepresentation or non-disclosure of any material particular.
 4. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the company.
- 5. Duties and Obligations after Occurrence of an Insured Event:**
- a. Upon the occurrence of any loss or damage likely to give rise to a claim under this policy the Insured shall immediately on the discovery thereof give notice in writing to the Company setting forth as early as possible the circumstances under which it occurred and the manner in which it was brought to his knowledge.
 - b. The Insured shall within fourteen days of the occurrence further deliver to the Company detailed particulars of the various kinds of property damaged and every part thereof together with a specification showing the actual intrinsic value of each of the various articles and things so damaged and the nature and extent of the damage.
 - c. The Insured shall also furnish all such explanations, plans, vouchers, proofs of ownership value, loss and damage and in its absolute discretion require for the substantiation of the claim and the evidence of the Insured shall not of itself be deemed sufficient proof by the Company of a claim under this Policy.
6. If the property hereby insured shall at the time of the happening of Any loss or damage be collectively of greater value then 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 or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
 7. If any claim under this Policy is found to be fraudulent in any Respect or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any Benefit under this Policy, all benefits under this Policy shall be Forfeited.
 8. Contribution: If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its retable proportion of such loss or damage.
 9. Subrogation: The Insured and any claimant under this Policy shall at the expenses of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of 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.
 10. Fraud: If the claim be fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on Insured's behalf to obtain any benefits under this Policy or if any destruction or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

BASIS OF LOSS SETTLEMENT

Partial Loss : Maximum liability for each Insured Equipment shall be cost of repair, subject to excess. If the repair cost or maximum liability at the time of loss exceeds the total loss settlement, Insurer shall settle the claim on total loss under BER (Beyond Economic Repair).

Total Loss : Maximum liability for each Insured Equipment shall be Sum Insured, subject to depreciation depending on age of insured equipment from date of purchase at the date & time of loss.

Depreciation Chart. Applicable only for Total loss cases [To any instrument / component]

| Completed Age of the Item | Depreciation % |
|---------------------------|-----------------------|
| 0 to 3 months | 15% of Purchase price |
| 3 months to 6 months | 25% of Purchase price |
| 6 months to 1 year | 35% of Purchase price |

Maximum of 2 claims shall be addressed by the Insurer, during policy period; subject to maximum value of Sum Insured at the time of loss and prior claim is partial loss.

If the repair or replacement value is more than the compensation payable, beneficiary has to bear the difference between repair or replacement value and approved amount.

In the event of partial loss, at all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this policy, pro rata premium for the unexpired period from the date of such loss to the expiry period of insurance for the amount of such loss shall be payable by the insured to the company.

The additional premium referred above shall be deducted from the net claim payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of prorata premium to be calculated from the date of loss till expiry of the policy.

In the event of settlement of claim on total loss basis, the Insurance cover offered under this policy for that particular handset shall stop forthwith.

Reinstatement of Sum Insured.

- In the event of settlement of claim on **total loss** basis, the Insurance cover offered under this policy for that particular handset will cease.
- In case of partial loss, reinstatement premium will be deducted from claim amount to restore the sum insured. This will be done only on first claim under the policy.

Salvage:

The Insurer shall, upon settling the claim of admission of liability for the claim, be entitled: on the happening of loss or Damage to the Handset/Laptop insured (in case of total loss), to take and keep possession of the Handset/Laptop damaged / recovered and to deal with the salvage in a reasonable manner.

- Salvage is mandatory if the value of repair bill is more than Rs 12000, in case insured fails to provide the same, 10% of claim amount will be deducted.
- Salvage is mandatory in case of total loss.

Note: Please keep original copy of Invoice, Charger, Head-phone, User manual and other accessories handy in case of total loss claim. These will be required to be submitted to the Insurance Company. Claim may get prejudiced if original accessories are not submitted.

CLAIM PROCEDURE

In the event of loss insured or beneficiary is required to do following steps:-

An immediate intimation (not later than 48 hours from the date and time of loss) about loss should be given to insurer or administrator by opting any of the below options:

- (i) By calling helpline (022-28717171 / 022-62456666)
- (ii) By sending SMS to 52040 with format ('BAAR <registered mobile no>'). You will receive call back within 24 hours
- (iii) By sending email to BAAR@general.bajajallianz.co.in
- (iv) Or visiting web page www.baar.in

On the basis of your call administrator will guide you further course of action.

The claimant will be directed to registered/preferred workshop for repair of the handset in case of partial loss.

Claim Settlement:

- Claim settlement should be only self-repair by the customer at authorized service center only.
- All required document for the process of claim settlement will be as per the list below.

FOR DAMAGE CLAIM:

- The event need to be notified to administrator with proximate cause or reason of loss within 48 hours of incident.
- Duly filled & signed Claim Form.
- If the damage handset is beyond economical repair, same to be certified by the authorized service center that the handset is beyond repair.
- 3 photos of damage handset (1 photo showing IMEI No. and other 2 showing damage)
- ID proof of Mobile purchaser
- NEFT form and Cancelled Cheque.
- On receiving the above document decision on admissibility of the claim and quantum, will be communicated to client by mail or telephonic within 48 hours of receipt of the document.

Do not get the damaged insured equipment repaired unless intimated over helpline of administrator & further authorized by insurer. Claim may get prejudiced in case Handsets/laptops are repaired at Non-authorized Service Centres or without prior approval of Administrator.

If claim is approved on repair basis

- Claim Form
- 3 photos of damage handset (1 photo showing IMEI No. and other 2 showing damage) ID proof of Mobile purchaser
- Invoice of repair from Service centre for the repaired handset.

If claim is approved on total loss basis

- The event need to be notified to administrator with proximate cause or reason of loss within 48 hours of incident.
- Duly filled & signed Claim Form
- If the damage handset is beyond economical repair, same to be certified by the authorized service center that the handset is beyond repair.
- Invoice of mobile handset
- 3 photos of damage handset (1 photo showing IMEI No. and other 2 showing damage)
- ID proof of Mobile purchaser

- Damage equipment

ALL COMPLETED CLAIM DOCUMENTS TO BE SUBMITTED WITH IN 15 DAYS.

INSURANCE POLICY CANCELLATION

The policy may be cancelled by or on behalf of the company by giving the insured at least 7 days written notice and in such event the company shall refund to the insured a pro rata premium for the unexpired policy period. For the avoidance of doubt, the company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled. The policy may be cancelled by the insured at any time by giving at least 7 days written notice to the company. The company will refund premium on a short period basis by reference to the time cover is provided, subject to a minimum retention of premium of Rs 500/-. No refund of premium shall be due on cancellation if the insured has made a claim under the policy.

Short period Scale:

| Table of Short Period Rates | |
|-----------------------------------|--|
| Period of Risk | Amount of Premium Rate to be Retained by the Insurer |
| For period not exceeding 15 days | 10% of the Annual rate |
| For period not exceeding 1 month | 15% of the Annual rate |
| For period not exceeding 2 months | 30% of the Annual rate |
| For period not exceeding 3 months | 40% of the Annual rate |
| For period not exceeding 4 months | 50% of the Annual rate |
| For period not exceeding 5 months | 60% of the Annual rate |
| For period not exceeding 6 months | 70% of the Annual rate |
| For period not exceeding 7 months | 75% of the Annual rate |
| For period not exceeding 8 months | 80% of the Annual rate |
| For period not exceeding 9 months | 85% of the Annual rate |
| For a period exceeding 9 months | The full Annual rate |

Jurisdiction clause: It is hereby declared and agreed that in case of any claim arising in respect of the property/person(s) hereby insured, the same shall be settled and paid in India and further that all legal proceedings in respect Of any such claim shall be instituted in a competent court of India only and claim would be paid in INR only.

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 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.
- 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.
- 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.
- The applicable law in and of the arbitration shall be Indian law.
- 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 twelve 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.

- f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

NOTICES

Any and all notices and declarations to the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

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

Renewal

The Company shall not be bound to accept any renewal premium nor give notice that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company.

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, whose approval shall be evidenced by an endorsement on the Policy.

Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. 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.

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, as mentioned herein below. 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

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 - 380014 (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