

Bajaj Allianz General Insurance Company Limited

Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerawada, Pune-411006,

IRDAI Registration No. 113

Corporate Identity Number: U66010PN2000PLC015329

UIN: IRDAN113RP0001V01201920

STANDALONE OWN DAMAGE COVER FOR PRIVATE CAR

Policy Wordings

Whereas the Insured named in the Schedule ["Insured"] by a proposal and declaration dated as stated in the Schedule or as per the transcript of the proposal of the Insured, copy of which is sent by Bajaj Allianz General Insurance Company Ltd to the Insured (herein after referred to as "Company") along with this Policy Wordings, which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the Insurance herein after contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accidental, loss or damage occurring during the Period of Insurance.

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon;

LOSS OF OR DAMAGE TO THE INSURED VEHICLE

1. The Company will indemnify the Insured against loss or damage to the vehicle insured under the policy ["insured vehicle"] hereunder and / or its accessories whilst thereon
 - i. by fire explosion self-ignition or lightning ;
 - ii. by burglary housebreaking or theft ;
 - iii. by riot and strike;
 - iv. by earthquake (fire and shock damage);
 - v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
 - vi. by accidental external means;
 - vii. by malicious act;
 - viii. by terrorist activity;
 - ix. whilst in transit by road rail inland-waterway lift elevator or air;
 - x. by landslide/rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

1. For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%
2. For fibre glass components - 30%
3. For all parts made of glass - Nil
4. Rate of depreciation for Painting- In the case of painting, depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for the purpose of applying the depreciation.
5. Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

AGE OF INSURED VEHICLE

% OF DEPRECIATION

| | |
|--|-----|
| Not exceeding 6 months | Nil |
| Exceeding 6 months but not exceeding 1 year..... | 5% |
| Exceeding 1 year but not exceeding 2 years..... | 10% |
| Exceeding 2 years but not exceeding 3 years..... | 15% |
| Exceeding 3 years but not exceeding 4 years..... | 25% |
| Exceeding 4 years but not exceeding 5 years..... | 35% |
| Exceeding 5 year but not exceeding 10 years..... | 40% |
| Exceeding 10 years..... | 50% |

2. The Company shall not be liable to make any payment in respect of :-
 - a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
 - b) damage to tyres and tubes unless the insured vehicle is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement;
 - c) any accidental loss or damage suffered whilst the Insured or any person driving the insured vehicle with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
3. In the event of the insured vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the Insured but not exceeding in all Rs. 1500/- in respect of any one accident.

The Insured may authorise the repair of the insured vehicle necessitated by damage for which the Company may be liable under this Policy provided that :

- a) the estimated cost of such repair including replacements, if any, does not exceed Rs.500/-;
- b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- c) the Insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED – INSURED’S DECLARED VALUE (IDV)

The Insured’s Declared Value (IDV) of the insured vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle .

The IDV of the insured vehicle (and accessories if any fitted to the insured vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE INSURED VEHICLE

| AGE OF THE INSURED VEHICLE | % OF DEPRECIATION FOR FIXING IDV |
|---|----------------------------------|
| Not exceeding 6 months | 5% |
| Exceeding 6 months but not exceeding 1 year | 15% |
| Exceeding 1 year but not exceeding 2 years | 20% |
| Exceeding 2 years but not exceeding 3 years | 30% |
| Exceeding 3 years but not exceeding 4 years | 40% |
| Exceeding 4 years but not exceeding 5 years | 50% |

IDV of insured vehicles beyond 5 years of age and of obsolete models of the insured vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the Insured.

IDV shall be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the insured vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the insured vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of the Motor Vehicles Act.

GENERAL EXCEPTIONS

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

1. any accidental loss or damage and/or liability caused sustained or incurred outside the Geographical area;
2. any claim arising out of any contractual liability;
3. any accidental loss damage and/or liability caused sustained or incurred whilst the insured vehicle herein is
 - (a) being used otherwise than in accordance with the ‘Limitations as to Use’
 - or
 - (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. (a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

5. Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

DEDUCTIBLE

The Company shall not be liable for each and every claim under this Policy in respect of the deductible stated in the schedule.

CONDITIONS

This Policy and the Schedule shall be read together 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. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. In case of theft or criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
3. The Company may at its own option repair reinstate or replace the insured vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - a) for total loss / constructive total loss of the insured vehicle - the Insured's Declared Value (IDV) of the insured vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the insured vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
4. The Insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the insured vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the insured vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the insured vehicle shall be entirely at the Insured's own risk.
5. The Company may cancel the policy by sending seven days notice by recorded delivery to the Insured at Insured's last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the Insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the insured vehicle is transferred, the policy cannot be cancelled unless evidence that the insured vehicle is Insured elsewhere is produced.
6. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
7. The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form/transcript of

proposal, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

8. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator 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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be 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. 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 or proceeding before a Court of law or any other competent statutory forum/tribunal, then all benefits under the Policy shall be forfeited and the rights of Insured shall stand extinguished and the liability of the Company shall also stand discharged and the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. 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 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.
10. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
11. On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.
12. In the event of the death of the sole Insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the insured vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the insured vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the insured vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the Insured
- b) Proof of title to the insured vehicle
- c) Original Policy.

The Company reserves its rights to abide by any order of the court in regard to declaration about the legal heir / heiress and ownership of the insured vehicle and the nominee will not have any right to dispute such order of the Court.

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
Bajaj Allianz House, Airport Road, Yerawada, Pune 411 006
E-mail: bagichelp@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:

| Office Details | Jurisdiction of Office Union Territory, District) |
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| AHMEDABAD - Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu. |
| BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in | Karnataka. |
| BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in | Madhya Pradesh Chattisgarh. |
| BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in | Orissa. |
| CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. |
| CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). |
| DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. | Delhi. |

| Office Details | Jurisdiction of Office (Union Territory, District) |
|---|---|
| Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in | |
| GUWAHATI - Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. |
| HYDERABAD - Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry. |
| JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in | Rajasthan. |
| ERNAKULAM - Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in | Kerala, Lakshadweep, Mahe-a part of Pondicherry. |
| KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. |
| LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in | Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| MUMBAI 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 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 Office of the Insurance Ombudsman, | Bihar, Jharkhand. |

Caringly yours

BAJAJ | Allianz

Bajaj Allianz General Insurance Company Limited

| Office Details | Jurisdiction of Office (Union Territory, District) |
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| 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in | |
| PUNE 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: inscoun@vsnl.net