

Bajaj General Insurance Limited

(formerly known as Bajaj Allianz General Insurance Co. Ltd.)

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113 Regd.

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COMPREHENSIVE GENERAL LIABILITY POLICY
(Occurrence Basis)

Premises Operations and Products-Completed Operations Coverage

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COMPREHENSIVE GENERAL LIABILITY POLICY

Premises-Operations and Products-Completed Operations Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the word "Company" refers to the insurer named in the Schedule. The word "Insured" means any person or organization qualifying as an Insured under Section 2 of the policy.

Words and phrases that appear in bold face have the special meanings set forth in Section 5 of the policy. Words that appear in the singular include the plural and words that appear in the plural include the singular.

1 COVERAGE

1.1 Insuring Agreements

Subject to all the terms contained herein and endorsed hereon, the Company will indemnify the Insured for those sums which the Insured, as a result of conducting the insured business, will become legally liable to pay as damages for bodily injury or property damage which takes place during the policy period and is caused by an occurrence taking place in the coverage territory.

All bodily injury or property damage arising out of the same occurrence will be deemed to have taken place wholly during the policy year in effect at the time of the commencement of the first of such bodily injury or property damage arising out of such occurrence. In the event of any bodily injury or property damage arising from continuous, intermittent or repeated exposure to substantially the same general harmful conditions including but not limited to continuous, intermittent or repeated inhalation, ingestion or application of any substance and/or where the Named Insured and the Company cannot agree when the bodily injury or property damage took place, then:

- (a) **bodily injury** will be deemed to have taken place when the claimant first consulted a medical practitioner in respect of such injury: and
- (b) **Property damage** will be deemed to have taken place when it first became evident to the claimant even if the cause is unknown.

The Company will have the right but not the duty to defend any claim or suit in accordance with Section 4.4 of the policy, but the amount that the Company will indemnify for damages and **claims expenses** is limited as described in Section 3 of the policy, and the Company may investigate any occurrence or claim, and settle any claim or suit at the Company's discretion.

This Insurance applies only to damages for **bodily injury** or **property damage** which are determined in a suit on the merits taking place in the **coverage territory**, or in a settlement to which the Company agrees; provided, however, that this Insurance does not apply to any suit taking place in the United States of America, its territories or possessions, or Canada, and the Company will in no event agree to any settlement which is affected, made in contemplation of litigation taking place, or with respect to which there is litigation pending or threatened to take place, within the United States of America, its territories or possessions, or Canada.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section 1.2 of the policy.

1.2 Claims Expense Payments

In addition to damages to which this Insurance applies, the Company will indemnify the Insured for those sums which the Insured shall pay as claims expenses with respect to any claim or suit seeking such damages. As provided in Section 3 of the policy, the Limits of Insurance are inclusive of claims expenses and, therefore, the Limits of Insurance available for damages shall be reduced by any amount that the Company pays to indemnify for claims expenses or that the Company incurs on behalf of the Insured as claims expenses.

1.3 Exclusions

This Insurance does not apply to:

- (a) **Bodily injury or property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- (b) **Bodily injury or property damage** due to war, invasion, act of foreign enemy, hostilities, civil war, terrorism, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, terrorism or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incident to any of the above, whether war be declared or not.
- (c) Fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages.
- (d) **Property damage** to the **Insured's product** arising out of it or any part of it.
- (e) **Property damage** to the **Insured's work** arising out of it or any part of it.
- (f) Any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the **Insured's product** or the **Insured's work**, if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (g) **Bodily injury or property damage** arising out of asbestiform talc, asbestos, diethylstilbestrol (DES), dioxin, urea formaldehyde, or acquired immune deficiency syndrome (AIDS).
- (h) **Bodily injury or property damage** directly or indirectly caused by, contributed to by, or arising out of :
 - ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof;

- any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear fuel or nuclear waste; or
 - any other premises or facilities eligible for insurance by any local nuclear pool and/or association,
- (i) Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- (j) **Bodily injury** to an employee of the Insured or other person under contract of service or apprenticeship with the Insured arising out of and in the course of the employment of the employee by the Insured or out of such service or apprenticeship, as well as **bodily injury** to the spouse, child, parent, brother or sister of that employee or other person as a consequence of such **bodily injury** to that employee or other person.
This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.
- (k) **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any **aircraft** or **watercraft** owned or operated by or loaned or rented to any Insured.
- (l) **Bodily injury** or **property damage** caused by or in connection with or arising out of the ownership or possession or use by or on behalf of the Insured of any trailer or **licensed motor vehicle**; provided, however, that this exclusion does not apply to liability in respect of the loading, unloading or collection of goods onto or from such trailer or **licensed motor vehicle**.
- (m) **Bodily injury** or **property damage** arising out of the rendering of or failure to render any service of a professional nature, including but not limited to the rendering of or failure to render:
- any medical, surgical, dental, x-ray or nursing service or treatment, including the furnishing of food or beverages in connection therewith;
 - any service or treatment intended to be conducive to health;
 - the furnishing or dispensing of drugs or medical, surgical or dental supplies or appliances;
 - professional services by architects, engineers, surveyors, accountants, lawyers or insurance agents or brokers; or
 - data processing services.
- (n) **Bodily injury** or **property damage** for which the Insured is obligated to pay by reason of the assumption, in a contract or agreement, of liability which would otherwise not attach.
- (o) **Bodily injury** or **property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of **pollutants**, or any loss, cost or expense arising out of any direction or request, whether governmental or otherwise, that the Insured evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralize **pollutants**.
- (p) **Property damage** to:
- property the Insured owns, rents, or occupies;

- premises the Insured sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- property loaned to the Insured;
- personal property in the Insured's care, custody or control;
- property being loaded or unloaded by the Insured onto or from any **aircraft, watercraft or licensed motor vehicle** if the **property damage** arises out of the loading or unloading;
- that particular part of any property on, at or with which the Insured or any contractors or subcontractors working directly or indirectly on the Insured's behalf are performing operations, if the **property damage** arises out of those operations; or
- that particular part of any property that must be restored, repaired or replaced because the Insured's work was incorrectly performed on it.

(q) **Property damage** to land, buildings, or other structures caused by vibration, pile driving, subsidence or demolition or resulting from the removal or weakening of support, and any loss arising in consequence of such **property damage**.

(r) **Bodily Injury or Property Damage** arising out of any pathogenic organisms, regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage. Pathogen organisms means any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.

(s) **Bodily Injury or Property Damage** arising out of any construction or erection related activities.

(t) **Absolute Asbestos Exclusion**

This agreement does not apply to any liability for property damage (including loss of use of property), bodily injury or personal injury directly or indirectly caused by or arising out of asbestos, including but not limited to the following:

1. Inhaling, infesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing of any goods, product or structure; or
3. The process of decontamination, treatment, control or removal of asbestos from any goods, product or structure; or
4. The manufacture, processing, mining, distribution, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos

The coverage afforded by this Contract does not apply to payment for the investigation or defence of any loss, injury or damage, or any cost, fine or penalty, or for any expense, claim or suit related to any of the above.

Nothing in this Subsection 1.3 shall be construed to extend coverage under Subsection 1.1 to any liability which would not have been covered in the absence of this Subsection 1.3.

2. PERSONS INSURED

If the Insured is designated in the Schedule as:

- an individual, the Insured and the Insured's spouse are Insureds, but only in respect of

- the conduct of the **Insured business** of which the Insured is the sole owner;
- a partnership or joint venture, the Insured's partners or members and their spouses are also Insureds, but only in respect of the conduct of the **Insured business** for such partnership or joint venture;
 - an organization other than a partnership or joint venture, the Insured's executive officers and directors are also Insureds, but only in respect of their duties as the Insured's officers or directors. The stockholders of such organization are also Insureds, but only in respect of their liability as stockholders.

Each of the following is also an Insured:

- (a) the Insured's employees, but only for acts within the scope of their employment by the Insured. However, none of these employees is an Insured for:
 - **bodily injury** to the Insured or to a co-employee while acting in the course of his or her employment;
 - **bodily injury** arising out of his or her providing or failing to provide professional health care or other professional services; or
 - **property damage** to property owned or occupied by or rented or loaned to that employee, any of the Insured's other employees or any of the Insured's Partners or members (if the Insured is a partnership or a joint venture);
- (b) any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only with respect to liability arising out of the maintenance or use of that property, and until the Insured's legal representative has been appointed;
- (c) the Insured's legal representative if the Insured dies, but only while acting within the scope of his or her duties as such. That representative will have all the Insured's rights and duties under this policy.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Schedule.

3. LIMITS OF INSURANCE

The Company will only be liable under this policy for damages and **claims expenses** in excess of damages and **claims expenses** in the amount of any **Insured's Retained Amount**. Only damages and **claims expenses** which would be covered by this policy (if the terms of this policy were satisfied) but for the amount of such damages and **claims expenses** may satisfy the **Insured's Retained Amount**.

The Limits of Insurance shown in the Schedule and the rules below specify the most the Company will pay regardless of the number of:

- Insureds;
- claims made or suits brought; or
- claimants.

Subject to the following paragraph, the Each **Occurrence** Limit stated in the Schedule is the most the Company will pay in total for the sum of:

- all damages for all **bodily injury** and **property damage** arising out of any one **occurrence**;

and

- **claims expenses** in connection therewith.

The Aggregate Limit stated in the Schedule is the most the Company will pay in total for the sum of all damages for all **bodily injury** and **property damage** arising out of all **occurrences** during each **policy year** and all **claims expenses** in connection therewith.

All sums indemnifiable under this policy for damages and/or **claims expenses** will be paid by the Company in the order that such sums are presented to the Company for indemnification.

4. CONDITIONS

The due observance and fulfillment of the terms of this policy in so far as they relate to anything to be done or not to be done by the Insured, and the truth and completeness of all statements and information supplied to the Company by the Insured are conditions precedent to any liability of the Company to make any payment under this policy.

4.1 Dispute Resolution

(Applicable only in cases where this Policy is issued under Commercial Lines of Business)

"The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note :

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule/Policy.

4.2 Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Company of the Company's obligations under this policy.

4.3 Cancellation

The first Named Insured shown in the Schedule or the Company may cancel this policy by mailing or delivering written notice of cancellation to the other, at least seven (7) days before the effective date of cancellation. Notice of cancellation will state the effective date of cancellation. The **policy period** and **policy year** then in effect will end on that date. If this policy is cancelled, the Company will send the first Named Insured any premium refund due. Under normal circumstances, the Policy will not be cancelled except for reasons of mis- representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

If the Company cancels this policy, the refund will be pro rata. If the first Named Insured cancels this policy, premium for the **policy year** will be refunded in accordance with the short rate premium table as below:

Period of Risk	Amount of Premium to be Retained by the Company
Up to 1 month	1/8th of the Annual Premium.
1 month and above, up to 2 months	2/8th of the Annual Premium.
2 months and above, up to 3 months	3/8th of the Annual Premium.
3 months and above, up to 4 months	4/8th of the Annual Premium.
4 months and above, up to 5 months	5/8th of the Annual Premium.
5 months and above, up to 6 months	6/8th of the Annual Premium.
6 months and above, up to 7 months	7/8th of the Annual premium.
7 months and above	Full Annual Premium.

4.4 Defense and Settlements

The Company will have the right, but in no case the duty, to take over and conduct in the name of the Insured the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same. In the event that the Company, at its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether the Company has exercised its right under this Section 4.4 to take over the defense of any claim, the Company shall have the right to recommend that the Insured settle such claim for an amount for which the claim can be settled. The Insured may decline to settle any claim which the Company so recommends that it settle; provided, however, that in the event the Insured shall elect to contest or continue to contest such claim after the Company has recommended it be settled, the Company may withdraw from the matter, and the liability of the Company shall not exceed the sum of the amount of damages for which the claim could have been settled and the amount of **claims expenses** incurred with the Company's consent prior to the date on which the Company first recommended settlement.

The Company may in the case of any claim pay to the first Named Insured the amount of the Company's applicable Limit of Insurance or any lesser sum for which the claim can be settled and the Company will thereafter have no further liability in respect of such claim.

4.5 Duties in the Event of Occurrence, Claim or Suit

The Insured must notify the Company in writing immediately of any **occurrence** which may result in a claim. To the extent possible, notice must include –

- (a) how, when and where the **occurrence** took place;
- (b) the names and addresses of any injured persons and witnesses; and
- (c) the nature and location of any injury or damage arising out of the **occurrence**.

The Insured must notify the Company of any impending prosecution, inquest or fatal accident inquiry. If a claim is made or a suit is brought against the Insured, the Insured must immediately give the Company notice of the specifics of the claim or suit. The Insured must: -

- immediately send the Company a copy of any demand, letter, writ, claim, notice of arbitration, process, notice, summons or legal paper received in connection with the claim or suit; and

- retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a claim under this policy for such time as the Company may reasonably require.

Upon the Company's request the Insured must

- authorize the Company to obtain records and other information,
- cooperate with the Company in the investigation, settlement or defense of the claim or suit; and
- assist the Company in the enforcement of any right against any person or organization which may be liable to the Insured because of **bodily injury** or **property damage** to which this insurance may also apply.

When there is an **occurrence** which may involve this policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay **claims expenses** with respect to such settlements provided that such settlements and **claims expenses**, in their aggregate, do not exceed the **Insured's Retained Amount** shown in the Schedule. The first Named Insured will promptly notify the Company of any such settlements made.

Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense without the Company's consent. If the Insured shall report any **occurrence** or claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.

4.6. Examination of the Insured's Books and Records

The Company may examine and audit the Insured's books and records as they relate to this policy at any time during the **policy period** and until the later of three years after termination of this policy or one year after final disposition of all claims arising out of any occurrence notice of which has been given under this policy.

4.7. Inspections and Surveys

The Company has the right but is not obligated to:

- make inspections and/or surveys, at any time
- give the Insured reports on the conditions that the Company finds; and
- recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums charged. The Company does not make safety or compliance inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Company warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

4.8. Legal Action against the Company

No person or organization has a right under this policy to join the Company as a party or otherwise bring the Company into a suit asking for damages from an Insured.

4.9. Notice

Any notice required to be given under this policy by:

- the Named Insured will be given to the Company by mailing or delivering such notice to the company at the address shown in the Schedule . Notice to the Company's or the Insured's agent will not constitute notice to the Company.
- the Company will be given by mailing or delivering such notice to the Named Insured first shown in of the Schedule at the address shown therein.

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or prevent the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued by the Company and made a part of this policy.

If notice is mailed, proof of mailing will be sufficient proof of notice.

4.10. Other Insurance

If other valid and collectible insurance is available to the Insured for **bodily injury** or **property damage** the Company covers under this policy, other than insurance that is issued specifically as insurance in excess of the Insurance afforded by this policy, and irrespective of-

- when such other insurance incepts or terminates;
- which insurer provides such other insurance; and
- the basis on which such other insurance applies or is triggered;

this policy shall be excess of and shall not contribute with such other insurance. Nothing in this policy shall be construed to make this policy subject to any of the terms of other insurance.

4.11 Policy Modifications

This policy contains all the agreements between the Insured and the Company concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by the Company and made a part of this policy.

4.12 Risk Alterations

The Insured must give immediate notice to the Company of any alterations which materially affect the risk covered by this policy.

4.13 Sole Agent

The first Named Insured shown in the Schedule shall be the sole agent of all Insureds under this policy for the purposes of:

- ascertaining all information requested in the Proposal for this policy;
- submitting the Proposal and any other underwriting information for this policy or any renewal hereof;
- giving and receiving any required notice under this policy;
- effecting or accepting any amendment to, or cancellation of this policy;
- paying all premiums and receiving any return premiums that may become due under this policy;
- keeping records of the information that the Company needs for premium adjustment and sending the Company copies of such records at such times as the Company may request;
- accepting any sums paid by the Company to the Insured in connection with the Company's liability under this policy; and

- submission of a dispute to arbitration.

4.14 Terms

All statements made in the Proposal for this policy and any material submitted therewith, as a supplement thereto, or required thereby, are the basis of this policy and, together with the Schedule and any endorsements to this policy, are hereby deemed material and are incorporated into and made a part of this policy and this policy is issued in reliance upon such Proposal and other material.

4.15 Transfer of Rights of Recovery against Others to the Company

In the event of any payment under this policy, if the Insured has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company to the extent of its payment. The Insured must do nothing to impair such rights. At the Company's request, the Insured will bring suit or transfer those rights to the Company and help the Company enforce them.

4.16 Transfer of the Insured's Rights and Duties under this Policy

The Insured's rights and duties under this policy may not be transferred without the Company's written consent except in the case of the death of an individual who is an Insured.

4.17 Renewal

On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may change subject to approval from Authority.

5. DEFINITIONS

5.1 **Aircraft** means any heavier than air or lighter than air aircraft designed to transport any person or property, missile, spacecraft or hovercraft.

5.2 **Bodily injury** means corporal injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5.3 **Claims expenses** means:

-all reasonable and necessary legal fees and other expenses incurred by the Insured in accordance with Section 4.4 of the policy or with the consent of the Company in the investigation, adjustment, settlement or defense of any claim or suit excluding all salaries of the Insured's employees, officers and directors and office expenses, and any such fees and expenses incurred by the Company on behalf of the Insured shall be deemed incurred by the Insured:

- all costs taxed against the Insured in the suit;
- pre-judgment interest awarded against the Insured on that part of any judgment the Company pays; provided that, if the Company makes an offer to pay the applicable Limit of Insurance, the Company will not pay any pre-judgment interest based on that period of time after such offer; and
- all interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

5.4 **Coverage territory** means the country of location of the **insured business**; provided,

however, that with respect only to **occurrences** which take place in the course of trips connected with the **insured business** by an Insured, **coverage territory means** anywhere in the world except the United States of America, its territories or possessions, or Canada.

5.5 Insured business means:

- the ownership, maintenance, or use of premises which are designated in the Schedule;
- sale or supply of the insured's product
- operations of the Insured which are designated in the Schedule including related activities;
- the provision and management of canteen, social, sports and welfare organizations for the benefits of employees;
- private work carried out by any employee of the Insured for any person or organization qualifying as an Insured under Section 2 of the policy.

5.6 Insured's product:

- means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the Insured, others trading under the Insured's name, or any person or organization whose business or assets the Insured has acquired,
- means containers (other than **licensed motor vehicles**), materials, parts or equipment furnished in connection with such goods or products
- includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in the first two subdivisions of this Subsection and instruction or advice on the nature, use or storage thereof provided by or on behalf of the Insured; and
- does not include vending machines or other property rented to or located for the use of others but not sold.

5.7 Insured's Retained Amount means the amount shown in the Schedule and applies as set forth therein and in accordance with Section 3 of the policy.

5.8 Insured's work:

- means work or operations performed by or on behalf of the Insured;
- means materials, parts or equipment furnished in connection with such work or operations;
- includes warranties or representation made at any time with respect to the fitness, quality, durability or performance of any of the items included in the first two subdivisions of this Subsection and instruction or advice on the nature, use or storage thereof provided by or on behalf of the Insured.

5.9 Licensed motor vehicle means any type of machine designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power, and which is subject to licensing by a public authority and/or compulsory motor insurance.

5.10 Occurrence means a fortuitous event, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions.

For the purposes of this policy, where a series of, and/or several **bodily injuries** or **property damages** arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged defect, hazard, failure to warn, event, condition or cause, all such **bodily injuries** and/or **property damages** shall be deemed to have been caused by the same single **occurrence**, irrespective of the period or area over which the **bodily injuries** or **property damages** occur.

5.11 Policy period means the period of time commencing on the Inception Date and terminating on the Expiration Date shown in the Schedule, both days at 12:01 Standard Time at the address of the Insured, provided, however, that such Expiration Date may be modified in accordance with Section 4.3 (Cancellation) of the policy.

5.12 Policy year means the period of one (1) year, within the policy period, ending each year on the day and month shown in the Expiration Date in the Schedule. If the period between the Inception Date and the Expiration Date shown of the Schedule is less than one (1) year, then such period shall be deemed to be the only policy year. If the period between the Inception Date and the Expiration Date is greater than one (1) year, then such period shall be deemed to be the initial policy year of the policy period.

5.13 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. The term "waste" as used in this definition includes materials which are to be or are being disposed of, recycled, reconditioned or reclaimed.

5.14 Property damage means physical injury to tangible property, including all resulting loss of use of that property.

5.15 Watercraft means any ship or vessel of whatever type, whether self-propelled or not, including but not limited to cargo vessels, passenger vessels, other vessels used for transport, towboats, barges, storage vessels, tanker vessels, drill ships and offshore drilling platforms.

12. Grievance Redressal Procedure

Bajaj General Insurance Limited has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

<p>Level 1</p> <p>In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options:</p> <ul style="list-style-type: none"> • Our Website @ https://general.bajajgeneralinsurance.com/Corp/aboutus/general-insurance-customer-service.jsp • Call us on our Toll free no 1800 209 5858 • Mail us on careforyou@bajajgeneral.com • Write to Bajaj General Insurance Limited Bajaj Insurance House, Airport Road, Yerwada Pune- 411006
<p>Level 2</p> <p>In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer Mr. Jerome Vincent at ggro@bajajgeneral.com</p>
<p>Level 3</p> <p>If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back</p>
<p>If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head. customerservice@bajajgeneral.com</p>
<p>Grievance Redressal Cell for Senior Citizens</p> <p>Bajaj General introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajgeneral.com</p>

In case your complaint is not fully addressed by the insurer, You may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI or call 155255 . Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.
If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

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:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 – 25501201 /02 /05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, “Jeevan Shikha”, 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)

Office Details	Jurisdiction of Office (Union Territory, District)
<p>DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman,</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,</p>

Office Details	Jurisdiction of Office (Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	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 - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman 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- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

“List of Ombudsman offices established by the Central Government for redressal of grievance are also available at <https://www.cioins.co.in/Ombudsman>

Note: Address and contact number of Governing Body of Insurance Council:

Council for Insurance Ombudsmen,
 3rd Floor, Jeevan Seva Annexe,
 S. V. Road, Santacruz (W),
 Mumbai - 400 054.

E-mail: jnscoun@cioins.co.in

Tel: 022 -69038800/69038812

Website: <https://www.cioins.co.in>