### **DETAILED COVERAGE OF THE WARRANTY PLAN**

### WHAT'S COVERED? WHAT'S NOT? **ENGINE** ✓ Oil Pump ✓ Crank Shaft ✓ Big & Main end bearing PMS items such as all Fluids, Filters etc. ✓ Connecting Rod Timing & Auxiliary Belts/Chain ✓ Pistons **Burnt & Pitted Valves** Valves Corrosion to any component or damage ✓ Engine Block Any consequential loss due to negligence Cylinder Head Parts made of plastics and rubber Water Pump Damage due to lack of maintenance Intake & Exhaust Manifolds Damage due to adulterated fuel Flywheel Clutch, Catalytic Converter & All mountings Camshaft ✓ Fuel Pumps & Injectors ✓ Radiator **ENGINE MANAGEMENT SYSTEM** ✓ ECU/ECM ✓ Throttle Position Sensor ✓ Crank angle sensor ✓ Water temperature sensor × Sensor failing due to burning/heat ✓ Air mass flow sensor Sensors failing due to any external influence ✓ Inlet air temperature sensor Sulphation to any component √ Idle speed control sensor Oxygen/Lambda Sensor fitted after catalytic ✓ Engine speed sensor converter ✓ Absolute pressure sensor ✓ Oil Pressure Sensor ✓ Immobiliser ✓ Body Control Module TRANSMISSION(MANUAL AND CVT/AMT) ✓ Internal Gears Damage due to lack of maintenance ✓ Adjoining shafts All standalone gasket/filter/oil ✓ Synchromesh rings & hubs All kind of mountings ✓ Gearbox Housing ✓ Transmission Fluid Pump FRONT WHEEL/REAR WHEEL DRIVE ✓ Crown wheel & pinion ✓ Differential Units × Drive shaft Damage due to lack of maintenance ✓ Constant Velocity Joints All standalone gasket/filter/oil ✓ Drive flange All kinds of mountings ✓ Centre bearings × Differential backlash ✓ Propeller Shafts ✓ Universal Joints

	WHAT'S COVERED?	WHAT'S NOT?
STEERING & SUSPENSION	<ul> <li>✓ Rack &amp; Pinion</li> <li>✓ Steering Column</li> <li>✓ Power Steering Pump</li> <li>✓ Steering Knuckle</li> </ul>	<ul> <li>Ball Joints &amp; Tie Rods, Tie Rod ends, Lower Arms</li> <li>Rubber, Plastic or Half Metallic Hoses</li> <li>Struts &amp; Shock Absorber, All Springs/Bellows/Mountings</li> <li>Wheel Bearing</li> <li>Bearing Hub</li> </ul>
BRAKING SYSTEM	<ul><li>✓ ABS/Speed Sensors</li><li>✓ ABS Pump/ Motor</li><li>✓ Controller</li></ul>	<ul> <li>Brake Calipers</li> <li>Brake Booster</li> <li>Master Cylinder</li> <li>Damage due to any external influence</li> <li>Damage due to lack of maintenance</li> <li>Wheel cylinder</li> <li>Brake Pads,drums</li> <li>Brake Disc</li> <li>Brake lines</li> </ul>
AIR-CONDITIONING SYSTEM	<ul> <li>✓ AC Compressor</li> <li>✓ Condenser</li> <li>✓ Evaporator</li> <li>✓ Reservoir</li> <li>✓ Blower-Motor</li> </ul>	<ul> <li>Auxiliary belts, AC Gas, All hoses</li> <li>Damage due to any external influence</li> </ul>
ELECTRICAL SYSTEM	<ul> <li>✓ Starter Motor</li> <li>✓ Alternator</li> <li>✓ Fuel Sender Unit</li> <li>✓ Combination Switch</li> <li>✓ Defogger Unit</li> <li>✓ Radiator Fan Motor</li> <li>✓ All Main Wiring Harnesses</li> <li>✓ Instrument Cluster</li> <li>✓ Electrical ORVM</li> <li>✓ Glow Plugs</li> <li>✓ Glow Pug timer</li> <li>✓ Central Locking Unit</li> <li>✓ Window Winding Motor</li> </ul>	<ul> <li>Complete wiper system including motor</li> <li>Damage due to any external influence</li> <li>Horn</li> <li>Relays/Fuses</li> <li>Spark Plugs</li> <li>Bulbs,Lamps</li> <li>Water Entry in any component</li> <li>Distributor cap and leads</li> </ul>
SAFETY & ELECTRONIC SYSTEMS	<ul><li>✓ Airbag control Unit</li><li>✓ Cruise Control Unit</li></ul>	<ul> <li>Audio/Music system</li> <li>Deflation of air bag or Accident</li> <li>Any items which are not factory fitted</li> <li>GPS/Navigation Unit</li> </ul>



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# MOTOR VEHICLE WARRANTY POLICY POLICY DOCUMENT

Whereas the **Insured** (in case of non-Group Policy)/ **Group Manager** designated in the **Policy Schedule** hereto has made to the Bajaj Allianz General Insurance Company Limited (hereinafter after called the "**Company**") a proposal which is hereby agreed to be the basis of this **Policy/ Group Policy** contained and has paid the premium specified in the **Policy Schedule** as consideration for such insurance, the **Company** agrees, subject always to the following terms, conditions, exclusions and limitations to indemnify/ compensate (as applicable) the **Insured** in excess of the amount of **Deductible** as applicable and subject always to the **Sum Insured** against such loss as herein provided

### COVERAGE

### A. INSURED VEHICLE / EQUIPMENT

The Company will indemnify the Insured during the Policy Period against the repair or replacement costs in respect of the Insured Vehicle/Equipment caused by a Breakdown or failure of a mechanical or electrical part arising out of manufacturing defect, provided that the liability of the Company in respect of any Insured Vehicle/Equipment in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured as stated in the Policy Schedule subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed

OR

### B. CHILD PART COVER

### **OPTION 1: INDEMNITY BASIS**

The Company will indemnify the Insured during the Policy Period against the repair or replacement costs in respect of the Child Part caused by a Breakdown or failure of a mechanical or electrical part arising out of manufacturing defect, provided that the liability of the Company in respect of any Child Part in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured as stated in the Policy Schedule subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed

OR

### **OPTION 2: BENEFIT BASIS**

The Company will pay the Sum Insured specified in the Policy Schedule to the Insured during the Policy Period in respect of the Child Part in the event of an Breakdown or failure of a mechanical or electrical part arising out of manufacturing defect, provided that the liability of the Company in respect of any Child Part in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured as stated in the Policy Schedule subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed. On payment of claim, the coverage under this Cover shall cease.

### Note:

- 1) Child Part cover can be opted on named and unnamed basis.
- 2) Where cover for **Child Part** is opted on unnamed basis:
  - a) Child Parts cover shall be available for a single Child Part only.



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- b) Any Child Part of the Insured Vehicle/Equipment for which You first lodge a Claim shall be considered as the Child Part for which cover is available under the Policy/Group Policy.
- c) The Sum Insured under this cover cannot be utilised for more than one Child Parts during the Policy Period/Cover Period. However, Insured can claim more than once for the same Child Part during the Policy Period until the Sum Insured is completely exhausted. On payment of a claim under this coverage the Sum Insured shall stand reduced by the amount of admissible loss and cannot be reinstated.

### **EXTENSIONS**

### 1. 24x7 SPOT ASSISTANCE

In consideration of the payment of additional premium, it is hereby agreed and declared that **You** shall be entitled to the below mentioned benefits:

- a. Flat Battery: In the event of the Insured Vehicle being immobilized due to a flat battery, We will make alternative arrangements to make the Insured Vehicle mobile again provided the event has occurred within 100 kilometers from the center point of the city of Your residence and the Insured Vehicle has not reached a workshop/repairer
- b. Flat Tyre: In the event of the Insured Vehicle being immobilized due to flat tyres, We will arrange for the refill of the flat tyres and/or replacement of the flat tyres with a usable spare tyre to make the Insured Vehicle mobile again provided the event has occurred within 100 kilometers from the center point of the city of Your residence and the Insured Vehicle has not reached a workshop/repairer.
- c. Minor Repairs: In the event of the Insured Vehicle being immobilized due to mechanical and/or electrical Breakdown, We will arrange for minor mechanical and/or electrical repairs to make the Insured Vehicle mobile again provided the event has occurred within 100 kilometers from the center point of the city of Your residence and the Insured Vehicle has not reached a workshop/repairer.
- d. Towing Facility: In the event of the Insured Vehicle getting immobilized as a result of Breakdown, We shall arrange for towing away of the Insured Vehicle from the spot of immobilization to Our nearest preferred workshop provided the Breakdown has occurred within 100 kilometers from the center point of the city of Your residence.
- e. Urgent Message Relays: In the event of the **Insured Vehicle** getting immobilized as a result of **Breakdown**, **We** will send urgent message on **Your** request to the specified persons through available means of communication
- f. Fuel Assistance: In the event of the Insured Vehicle being immobilized due to an empty fuel tank and/or contaminated fuel, We will either arrange for supply of 3 litres of petrol or diesel on chargeable basis and/or towing of the Insured Vehicle to Our nearest preferred workshop provided the event has occurred within 100 kilometers from the center point of the city of Your residence and the Insured Vehicle has not reached a workshop/repairer
- g. Taxi Benefits: In the event of the Insured Vehicle undergoes a Breakdown, We will arrange for a free travel of the occupants of the Insured Vehicle to a single destination within a vicinity of 50 kilometers from the spot of immobilization through a taxi or any other transportation service provided the event has occurred within 100 kilometers from the center point of the city of Your residence and the Insured Vehicle has to be towed away to Our nearest preferred workshop. Any travel beyond 50 kilometers can be covered on payment of additional amount as specified by Us. In the unlikely event of We being unable to arrange for this service, We may request You to



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arrange for a taxi to transfer the occupants of the **Insured Vehicle** on **Your** own and submit the bills for a pre-communicated amount for reimbursement to **Us.** 

h. Accommodation Benefits: In the event of the Insured Vehicle meeting with an Breakdown, We will provide occupants of the Insured Vehicle with a hotel accommodation for one day provided the event has occurred beyond 100 kilometers from the center point of the city of Your residence but within 100 kilometers of another covered city and the time to repair the Insured Vehicle will exceed 12 hours from the time of reporting the incident.

The accommodation benefits would be offered subject to a per day limit of Rs. 2000 per occupant and a maximum total limit of Rs. 16000 for all the occupants of the **Insured Vehicle** through out the **Policy Period** In the unlikely event of **We** being unable to arrange for this service, **We** may request **You** to arrange for a hotel accommodation for the occupants of the **Insured Vehicle** on **Your** own and submit the bills for a pre-communicated amount for reimbursement to **Us**.

#### Conditions

- 1. In case of transfer of ownership of the **Insured Vehicle**, the cover under '24x7 Spot Assistance' shall expire
- The benefits under '24x7 Spot Assistance' can be utilized for a maximum of 4 times during the Policy Period except for 'Fuel Assistance', 'Taxi Benefits' and 'Accommodation Benefits' for which the aggregate utilization limit is 2 times during the Policy Period

#### **Exclusions**

We will not be liable to indemnify You for the following events:

- 1. Any loss or damage due to **Accident** not involving any **Breakdown**.
- 2. Where the **Insured Vehicle** can be safely transferred on its own power to nearest dealer/workshop
- 3. Any **Breakdown**, loss, damage and/or liability caused, sustained or incurred whilst the **Insured Vehicle** is being used otherwise than in accordance with the limitations as to use.
- 4. 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 **Breakdown**, 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 consequences of any of the said occurrences
- 6. Any loss or damage caused due to riots, strikes and Act of God Perils like flood earthquake etc.
- 7. Claims pertaining to theft losses
- 8. Any consequential loss arising out of claims lodged under '24x7 Spot Assistance'
- Where a loss is covered under Motor Insurance Policy or any other type of insurance policy with any other insurer or manufacturer's warranty or recall campaign or under any other such packages at the same time.
- 10. Replacement cost of battery and/or any associated repair cost
- 11. Cost of supply of parts or replacements elements or consumables
- 12. Repair cost of tyre or replacement cost of any part of consumable at a third party workshop/repairer



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- 13. Any taxes, levy and expenses incurred in excess of the limit described under the plan opted by **You.**
- 14.Loss of valuables and personal belongings kept in the Insured Vehicle
- 15. Any loss or damage to the **Insured Vehicle** arising out of participation in a motor racing competition or trial runs
- 16. Where it is proved that **You** have abused the benefits under '24x7 Spot Assistance'
- 17. Any loss or damage caused due to pre- existing damages
- 18. Any loss or damage arising out of intervention of Government Authorized Agencies, Police Authorities or Law Enforcing Agencies
- 19. Any loss or damage resulting from the use of **Insured Vehicle** against the recommendations of the owners manual and/or manufacturer's manual
- 20. Any loss resulting from Your deliberate or intentional and/or unlawful or criminal act
- 21.Benefits under 'Taxi Benefits' and 'Accommodation Benefits' for occupants in excess of the seating capacity as per the registration certificate of the **Insured Vehicle**
- 22. Additional cost incurred in towing the **Insured Vehicle** to a dealer/workshop as specified by **You** instead to **Our** specified nearest authorized workshop
- 23. Services organized without Our prior consent for the various assistance services
- 24.If **You or Your** personal representative is already at a garage for delivery of the **Insured Vehicle** or at the place of recovery in case of theft
- 25.Mechanical and/or electrical **Breakdowns** that require replacement of spare parts and/or specialized tools/ **Equipments** that are usually available only in automotive workshops

### 2. INCONVENIENCE BENEFIT/ INCIDENTAL COSTS COVER

Save as more specifically stated elsewhere and in consideration of payment of additional premium, it is hereby agreed and declared that if a loss is payable under the **Policy/Group Policy** then **We** will also pay a per day inconvenience benefit as per limit specified in the **Policy Schedule** for a maximum number of days opted by **You** as specified in **Policy Schedule**. The maximum liability of the **Company** to indemnify **You** shall be (in excess of time deductible) as shown below:

[Per Day inconvenience benefit Limit X No of Days]

#### **Special Condition:**

### 1) In Case of Partial Loss

The inconvenience benefit shall terminate on completion of maximum indemnity period opted under this cover or on completion of repairs (wherever applicable) by the repairer, whichever is earlier.

### 2) In Case of Total Loss/ Constructive Total Loss

Company's maximum liability shall be limited to Inconvenience benefit for maximum no of days opted by the Insured and specified in the Policy Schedule

### Note:

- 1. Inconvenience Benefit/ Incidental Costs cover is not available where Child Parts cover is opted
- 2. On payment of a claim under this extension cover, the limit of liability shall stand reduced to the extent of claim paid and for any subsequent claims such reduced value shall only be available.

### **GENERAL DEFINITIONS**



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The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy/Group 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. Accident, Accidental: A sudden, unintended and fortuitous external and visible event
- 2. **Breakdown** means the mechanical and or electrical failure of a physical object that causes it to not function in its intended manner
- 3. **Child Part** means smaller part(s) that are assembled together as part of an **Insured Vehicle/Equipment** by the original equipment manufacturer (OEM) or by the (OEM) authorized repairer.
- 4. **Commercial Vehicle** means Goods Carrying Vehicle including Three wheeler and Four Wheeler, Passenger Carrying Vehicle including Three wheelers and Four Wheelers, Tractors, Miscellaneous and Special types of vehicles
- 5. Deductible means the amount shown in the Policy Schedule which shall be borne by the Insured in respect of each and every claim made under the Policy/Group Policy. The Company's liability to make any payment under the Policy/Group Policy is in excess of the Deductible.
- 6. **Group** The definition of a **Group** shall be as per the **Group** guidelines issued by IRDAI vide circular No. 015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005, as amended/modified/further guidelines issued, from time to time.
- 7. **Group Policy** means the proposal, the **Policy Schedule** along with terms and conditions of this Group Policy Wordings, and any Endorsements attaching to and/or forming part thereof.
- 8. **Group Policy Holder/Group Manager** is the Organization or Legal Entity [whose name is mentioned in **Master Policy Schedule**], which has taken the **Group Policy** on behalf of all **Insured Beneficiaries**.
- 9. **Group Policy Period** means period of one year as mentioned in the respective **Group Policy Schedule** during which **Certificate of Insurance** will be issued to **Insured Beneficiary/ies**.
- 10. Group Policy/ Master Policy Schedule means the schedule and parts thereof issued by the Insurer to Group Manager and any annexure to it read with Endorsements, if any, read with respective Certificate of Insurance which are forming part of the Group Policy.
- 11. Insured/ You, Your, Yourself means the owner of the vehicle, which is
  - i) the person/organization/entity named in the **Schedule**. or
  - ii) the Insured Beneficiary named in the Certificate of Insurance
- 12. Insured Vehicle/Equipment means the motor vehicle/ Equipment which is new or pre owned and is the subject matter of insurance under this Policy/Group Policy and the details of which appears specifically on the Policy Schedule and shall include Private Cars, Taxis, Two Wheelers and Commercial Vehicles
- 13. **Insured Beneficiary** shall mean individual members enrolled under the **Group Policy** by the **Group Manager** and whose **Insured Vehicle/Equipment** is/are covered under the **Group Policy** as per the terms and conditions of **Group Policy** and **Certificate of Insurance**.
- 14. **Kilometers or Hours** means the distance run by the vehicle indicated in the odometer or hours logged by the equipment as indicated in the Hour meter
- 15. Manufacturer's Warranty Period means the months or Kilometers / Hours, whichever is earlier as applicable, for which Manufacturer's Warranty for the Insured Vehicle/Equipment shall be effective
- 16. **Policy** means the proposal, the **Policy Schedule**, the policy document and any endorsements attaching to or forming part thereof either on the risk inception date or during the **Policy Period**
- 17. Policy Schedule



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- i. for Policy other than Group Policy means Schedule and parts thereof issued to the Insured, and any other endorsement(s) appended, attached and/or forming part of the Policy.
- ii. for **Group Policy** means **Certificate of Insurance** and parts thereof issued to the **Insured Beneficiary**, and any other endorsement(s) appended, attached and/or forming part thereof.
- 18. Policy Period means the period commencing from the risk inception date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule or the completion of the....... Kilometers or Hours as specified in the Policy Schedule whichever is earlier.
- 19. **New Vehicle/Equipment** means vehicle/equipment purchased for the first time from the authorized dealer of Manufacturers
- 20. Plan A: This plan shall be available only for the New Vehicle/Equipment and for which this cover has been taken whilst the manufacturers warranty period is in force and the cover shall incept after the expiry of the Manufacturer Warranty Period
- 21. Plan B: This plan shall be available for Pre Owned Vehicle/Equipment purchased through the Company approved pre owned vehicle dealership. The cover shall commence from the date of purchase of the Vehicle/Equipment
- 22. **Pre Owned Vehicle/Equipment** means any used/ pre owned vehicle/equipment which is 10 years or less purchased from any **Company** approved pre owned dealerships
- 23. **Schedule** means the document issued by **Us** to the **Insured** outlining the scope of cover. Note: This does not apply for **Group Policy**
- 24. **Sum Insured** means the amount stated in the **Policy Schedule** and shall be the maximum liability of the **Company** during the **Policy Period**
- 25. We/Us/Our/Company/Insurer means Bajaj Allianz General Insurance Company Limited

### **GENERAL CONDITIONS**

1. Due Observance

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

2. Reasonable Care

The **Insured** shall:

- a) take all reasonable steps to safeguard the Insured Vehicle/Equipment against any insured event
- b) take all reasonable steps to prevent a claim from arising under this Policy/Group Policy
- 3. Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for elsewhere in the **Policy/Group Policy**, it is a condition precedent to the **Company's** liability under this **Policy/Group Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy/Group Policy**:

- a) the Insured shall immediately and in any event within 3 days give written notice of the same to the address shown in the Policy Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- the Insured shall not abandon the Insured Vehicle/Equipment nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its representatives and appointees, and
- c) the **Insured** shall within 7 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along



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with all documentation required to support and substantiate the amount sought from the **Company**, and

- the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- the Insured shall allow the Company and its representatives and appointees to inspect the Insured vehicle/Equipment or any other material items, as per 'the Right to Inspect' Clause.

### 4. Right to Inspect

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

In the event of an admissible claim, the insurer has the discretion of repairing or replacing any parts found to be defective with complete assembly or child parts wherever available

#### 5. Contribution

If, at the time of any claim, there is, or but for the existence of this **Policy/Group Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

### 6. Subrogation

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

### 7. Fraud

If the **Insured** or any claimant under this **Policy/Group Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy/Group Policy** shall be void and all claims or payments hereunder shall be forfeited.

### 8. Substitution

This Policy/Group Policy does not permit any substitution of vehicle

### 9. Cancellation

- a) This Policy/Group Policy may be cancelled by or on behalf of the Company by giving the Insured at least 15 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 this insurance is cancelled.
- b) This **Policy/Group Policy** may be cancelled by the **Insured** at any time by giving at least 15 days written notice to the **Company**. The **Company** will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%



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- No refund of premium shall be due on cancellation if a claim has been made under this Policy/Group Policy.
- Arbitration Clause (Applicable only in cases where this Policy/Group 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/Group Policy**. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996." **Note:** 

- 1. Wherever this **Policy/Group Policy** is issued under retail lines of business, this clause shall not be applicable.
- This clause shall not be applicable in case of Policy/Group Policy issued under commercial lines of business where Insured has specifically consented for not opting for this clause.

### 11. Transfer of Ownership

On the sale of the vehicle during the **Policy Period**, the Motor Vehicle warranty Policy shall be transferred to the subsequent owner at the request of the original **Insured** for the remaining period and subject to the terms, conditions and exclusions as specified in the **Policy/Group Policy** 

#### 12. Notices

- a) Any and all notices and declarations for the attention of the **Company** shall be submitted in writing and shall be delivered to the address specified in the **Policy Schedule**
- b) Any and all notices and declarations for the attention of the **Insured** shall be posted to the **Insured**'s address stated in the **Policy Schedule**

### 13. Governing Law

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

### 14. Entire Contract

This **Policy/Group Policy** constitutes the complete contract of insurance. No change or alteration in this **Policy/Group Policy** shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by an endorsement on the **Policy/Group Policy**.

### 15. Territorial Limits

This **Policy/Group Policy** covers insured events arising during the **Policy Period** within India. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.

### 16. Renewal Notice

The **Company** shall not be bound any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this **Policy/Group Policy**) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancement of the risk of the Company under this **Policy/Group Policy**. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the **Company**.

### GENERAL EXCLUSIONS (Applicable to all types of vehicles/equipments)

The **Company** is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:



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- 1. Any claim falling beyond the expiry date as shown in the **Policy Schedule** or the completion of the **kilometers/ Hours** as specified in the **Policy Schedule** whichever is earlier.
- 2. **Deductible** as applicable and mentioned in the **Policy Schedule**.
- 3. Any damage that results from neglect of the periodic maintenance as specified by manufacturer or not carried out at an authorized dealer/service center of the manufacturer.
- 4. Any damage that results from hard driving, race, rally.
- 5. Any damage that results from operating methods other than those mentioned in the owners manual or use beyond the limitations as specified by manufacturer such as maximum load passenger capacity, engine speed and others.
- 6. Any damage that results from use of non genuine parts, non genuine oils, non genuine coolants or accessories or other than those approved by the manufacturer.
- 7. Any accessories/attachments not supplied along with the vehicle as Original Equipment fitments.
- 8. Any damage that results from vehicle performance modifications not approved by the manufacturer.
- 9. Inconsequential aspects such as noises, vibrations, oil seepage and sensations that could not lead to dismal product function or performance of the **Insured Vehicle**.
- 10. Any damage that results from storage or transportation.
- 11. The loss under the **Policy/Group Policy** that is not in force at the time of claim due to any reason whatsoever.
- 12. Any claims for repair/replacement of parts covered under the **Manufacturer's Warranty Period**.
- 13. Continued use of the Insured vehicle in spite of knowing that the defect exists, will make warranty void.
- 14. loss arising out of **Accident** caused by external impact, acts of terrorism, illegal and malicious activities, vandalism, Strike, riot, civil, commotion, storm, hail, thunder, earthquake or flood, fire or explosion, war & allied perils.
- 15. Cost of roadside assistance and /or towing/transportation.
- 16. Fraudulent act committed by the vehicle owner or driver or the dealer.
- 17. Theft of vehicle/equipments and/or parts or accessories.
- 18. Goodwill compensation and costs incurred in the recall campaigns of the manufacturer.
- 19. Aesthetic parts including sheet metal parts/ external paintable surface, trims and upholstery requiring replacements /repairs due to wear and tear, depreciation, moth vermin, process of cleaning, restoring or renovating of scratches, effect of light, sun or any atmospheric conditions, bird droppings.
- 20. Mechanical and electrical breakdown caused by overloading, strain, over running, freezing, excessive pressure, short circuiting, heating.
- 21. Routine maintenance service jobs, including cleaning, polishing, minor adjustments, engine adjustment/ tuning, oil/fluid changes, carbon cleaning, AC servicing, wheel alignment, wheel balancing, tyre rotation, calibration/reconditioning of diesel equipments including nozzles, injector and fuel pumps etc.
- 22. Parts subjected to normal wear and tear, ageing, corrosion, including spark plugs, glow plugs, axle/ drive shaft boots, shock absorbers, wheel bearings,horns,front struts, suspension ball joints/tie rod, tie rod end, drain plug with seal, pollen filter, lock cylinder lubricant, fuel filter, oil filters, rubber seals, brake pads, brake linings, brake disc, clutch plates, pressure plates, fly wheels/fly wheel ring, friction discs, battery, tyres and tubes, all type of cables including clutch and accelerator, bulbs, fuses, belts, all type of hoses, tyres, oil seals, batteries, glasses, lenses, all mountings, oxygen sensors, drive chains, air cleaner elements, motor brushes and bushes, step rubbers, rubber tubes, belts, filters, wiper blades and other items as specified in the manufacturers maintenance schedule.



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- 23. All consumables including engine oils, gear oil, brake oil, power steering oil, coolant, AC gas oil, AC gas, grease, battery electrolyte, windshield washer fluid, radiator coolant other than when required to be changed /replaced consequent to repair /replacement of a part falling under a warranty claim.
- 24. Perforation of sheet metal parts and rusting of catalytic converter and silencer.
- 25. Damage to engine parts and fuel injection as a result of use of poor quality/contaminated/improper fuel ,coolant or lubricant oil to the fuel systems including fuel pump,injector,nozzles,water pump, turbocharge and other parts as well
- 26. Damage to engine, transmission assembly, turbocharger, differential assembly or their internal parts due to hydrostatic lock or oil starvation.
- 27. Any loss or damage arising due to poor workmanship.
- 28. Consequential damage or loss whatsoever, any legal liability, death or injury to occupants, third party and damage to personal property and third party property damages.
- 29. Damage arising due to fitment of accessories including without limitations, electrical or mechanical accessories not approved by the manufacturer
- 30. body or paintwork including any loss due to **Accidental** damages as well as paint related manufacturing defects.
- 31. For damages which have a casual connection with
  - a) interferences made to the speedometer/odometer/hourmeter,or if there was a change to the corresponding mileage which was not indicated
  - b) the fact that the warranty requiring damage is not reported before the repair and the motor vehicle is not made available for the investigation,necessary information to assess the damage is not provided and instructions to minimize the repair expenses are not followed.
- 32. Caused through cyber risks,loss,damage,destruction,distortion,erasure,corruption or alteration of electronic data from any cause whatsoever(including but not limited to COMPUTER VIRUS) or loss of use,reduction in functionality,cost,expense of whatsoever nature resulting therefrom,regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 33. The **Company** shall not be liable to pay the cost of dismantling and repairing the vehicle if the cost of breakdown is not covered by the Motor Vehicle Warranty Policy. Further the **Company** shall not be liable for payment of any other work carried out by the repairer under the instructions of the **Insured** which is not related to an admissible claim.
- 34. Expenses incidental to Motor Vehicle Warranty Policy claims including but not limited to
  - a) additional expenses incurred for communication , lodging , meals , towing charges , and other items due to breakdown of the vehicle in a remote area/city
  - b) expenses related to personal injury or property damage compensation, for loss of time, commercial losses or rental costs for a substitute product during the period of repairs.
- 35. Repair or replacement of any part arising due to the failure to comply with the emission standards as specified in sub rule (2) of Rule no 115 of the Central Motor Vehicle Rules, 1989.
- 36. Radio/cartridge, CD player, CD changer, antennas and all parts of the sound system as well as entertainment electronics, navigation system, telephone and free speech mechanism, audio and video systems and all other electric comfort systems.
- 37. Defects to non-covered part are not insured also if the operability of a covered part is impaired and this part is not defective.

### **Additional Exclusion applicable for Commercial Vehicles**

- 1. Repair arising from improper starting, warm up or shut down.
- 2. Failure of the machine, it's implements or attachments caused by improper field application or over loading.



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- 3. Over time labour costs, Economic losses including loss of profit, crop loss, equipment rental or other expenses.
- 4. Cost of initial set up or installation of any optional equipments or attachments to a unit.
- 5. Following parts are excluded due to what so ever reasons
  - a) Glow plug, vacuum pump ,air cleaner, all type of mountings, clutch plate, pressure plate, clutch release bearing/ clutch related operating mechanism, drive belts ,catalytic converter & silencer, horns, all switches and all oil seals & hoses.
  - b) Universal Joint Crosses, parking brake mechanism, wheel bearings & king pin bearings, bushes, tie rod, tie rod ends, ball joints, wheels spindles, brake drums/discs, brake liner/pads, wheel cylinders, brake back plate/calipers, Leaf springs, steering knuckles, complete suspension system, drive shafts, propeller shaft, wheel rims, tyres, damage to loader/loader bucket teeth, feathers/springs, pneumatic springs and pneumatic spring absorbers
- 6. Motor vehicles whose engine performance or engine torque was increased by changes in the engine or in the engine control (Tuning or chip tuning).
- 7. Proprietary Items such as Fuel injection equipment (Pump & Nozzles), Starter Motors, Alternators, Tyres and Battery.
- 8. Loss or Damage caused by
  - a) using a higher axle and trailer weight over and above manufacturer's specifications
  - b) using a repair part that is itself recognisably in need of repair,
  - c) Which were deliberately caused or due to gross negligence or were due to fraudulence
- 9. Interior and exterior linings, covers, absorbers and upholstery.
- 10. Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on water-bearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).
- 11. All frame and body parts, convertible and fold cover (except mechanical and electronic parts), glass, headlight casings, lighting inside and outside.
- 12. Any part excluded under manufacturers as well as proprietary /suppliers warranty.

### Additional Exclusions applicable for Plan B

- 1. Any claim for repair/replacement of parts covered under the standard manufacturer's warranty policy or under plan A or under any other extended warranty programme.
- 2. Any Vehicle/Equipment not certified by the authorized person of the **Company** as eligible to be insured under **Plan B.**
- 3. Interior and exterior linings, covers, absorbers and upholstery.
- 4. Air, oil and water leakage, wind noise, screeching and rattling noises and leakages.
- 5. Immobile gaskets, such as flat- and paper gaskets, which are not involved in mechanical movements (except e.g. leak on water-bearing technical units as bonnet, water hoses, cylinder head gasket, radiator as well as air-conditioning).
- 6. Following parts are excluded due to whatsoever reason: catalytic converter and silencer, clutch assembly, all cables, complete suspension system and parts, wiper blades, actuators, wiring harness, all oil seal, clutch disk, brake lining, drums, discs and tyres, wheel balancing, feathers/springs, pneumatic springs and pneumatic Spring absorbers, horn, fuel pump, injector.



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7. Any Manufacturer rubber & plastic accessories

#### **BASIS OF CLAIM SETTLEMENT**

### A) Insured Vehicle/Equipment Covered as Whole

In the event of a loss, the basis of loss settlement shall be as follows:

- a) Where the defective component of the **Insured Vehicle** can reasonably be repaired or reinstated at a cost less than the replacement cost, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore the **Insured Vehicle** to its state immediately prior to the happening of the insured event. No depreciation shall be deducted.
- b) In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Insured set against the Insured Vehicle in the Policy Schedule.
- c) The **Company** shall be entitled to retain any defective part replaced under the **Policy/Group Policy**.
- d) the liability of the Company in respect of any Insured Vehicle/Equipment in any one Policy Period shall not individually or in the aggregate exceed the Sum Insured of the Insured Vehicle/Equipment at the time of occurrence subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed.
- e) The amount payable incase of total as well as a partial loss shall be in excess of the applicable **Deductible.**

### B) Child Part Cover

- 1. **We** shall pay repair/replacement cost up to **Sum Insured** if Child Part Cover is opted on Indemnity Basis.
- 2. **We** shall pay Sum Insured as specified in **Policy Schedule** if Child Part Cover is opted on Benefit Basis

### **RESOLVING ISSUES**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the **Insured** and the **Company** to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction in India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### **Customer Service:**

If at any time the **Insured** requires any clarification or assistance, the **Insured** may contact the offices of the **Company** at the address specified, during normal business hours.

### **Grievance Redressal Procedure**

Bajaj Allianz General Insurance **Company** Ltd. 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.



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#### Level 1

In case **You** have any concern, **You** may please reach out to our Customer Experience Team through any of the following options:

- Our Website @ https://general.bajajallianz.com/Corp/aboutus/general-insurance-customerservice.jsp
- Call **Us** on our Toll free no 1800 209 5858
- Mail Us on bagichelp@bajajallianz.co.in
- Write to Bajaj Allianz General Insurance Co. Ltd.

Bajaj Allianz House, Airport Road, Yerwada Pune- 411006

#### Level 2

In case **You** are not satisfied with the response given to **You** by our team, **You** may write to our Grievance Redressal **Officer** at ggro@bajajallianz. co.in

#### Level 3

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** 

If **You** are still not satisfied with the solutions provided, write to Head of Customer experience directly at head. customerservice@ bajajallianz.co.in.

### Grievance Redressal Cell for Senior Citizens

Bajaj Allianz 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@bajajallianz.co.in

In case **Your** complaint is not fully addressed by the **Insurer**, **You** may use the Integrated Grievance 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 <a href="https://www.irda.gov.in.">www.irda.gov.in.</a>

If the issue still remains unresolved, **You** may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

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

OMBUDSMAN DETAILS		
Office Details	Jurisdiction of Office Union Territory, District)	
AHMEDABAD -		
Insurance Ombudsman		
Office of the Insurance Ombudsman,		
Jeevan Prakash Building, 6th floor,	Cuieret Dedre & Neger Heyeli Demon and Div	
Tilak Marg, Relief Road,	Gujarat, Dadra & Nagar Haveli, Daman and Diu	
AHMEDABAD – 380 001.		
Tel.: 079 – 25501201 /02 /05/06		
Email: bimalokpal.ahmedabad@cioins.co.in		



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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, Sonepat 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)
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	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Insurance Ombudsman	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.



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Office of the Insurance Ombudsman,	
Jeevan Nivesh, 5th Floor,	
Nr. Panbazar over bridge, S.S. Road,	
Guwahati – 781001(ASSAM).	
Tel.: 0361 - 2632204 / 2602205	
Email: <u>bimalokpal.guwahati@cioins.co.in</u>	
HYDERABAD -	
Insurance Ombudsman	
Office of the Insurance Ombudsman,	
6-2-46, 1st floor, "Moin Court",	Andhra Pradesh, Telangana, Yanam and part of
Lane Opp. Saleem Function Palace,	Union Territory of Puducherry.
A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR -	
Insurance Ombudsman	
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
	Rajasthan.
Bhawani Singh Marg,	·
Jaipur - 302 005.	
Tel.: 0141 –2740363 / 2740798	
Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM –	
Insurance Ombudsman	
Office of the Insurance Ombudsman,	
10th Floor, Jeevan Prakash,LIC Building,	Kerala, Lakshadweep, Mahe-a part of Union
Opp to Maharaja's College, M.G.Road,	Territory of Puducherry.
Ernakulam - 682 011.	
Tel.: 0484 - 2358759	
Email: <u>bimalokpal.ernakulam@cioins.co.in</u>	
KOLKATA –	
Insurance Ombudsman	
Office of the Insurance Ombudsman,	
Hindustan Bldg. Annexe, 7th Floor,	
4, C.R. Avenue,	West Bengal, Sikkim, Andaman & Nicobar Islands.
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124341	
Email: bimalokpal.kolkata@cioins.co.in	
LUCKNOW -	Districts of Uttar Pradesh : Lalitpur, Jhansi,
Insurance Ombudsman	Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad,
Office of the Insurance Ombudsman,	Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh,
6th Floor, Jeevan Bhawan, Phase-II,	Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur,
Nawal Kishore Road, Hazratganj,	Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,
Lucknow - 226 001.	Barabanki, Raebareli, Sravasti, Gonda, Faizabad,
Tel.: 0522 - 4002082 / 3500613	Amethi, Kaushambi, Balrampur, Basti,
Email: bimalokpal.lucknow@cioins.co.in	Ambedkarnagar, Sultanpur, Maharajgang,
	Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur,
	Deoria, Mau, Ghazipur, Chandauli, Ballia,
	Sidharathnagar



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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).

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: inscoun@cioins.co.in
Tel: 022 -69038800/69038812
Website: https://www.cioins.co.in