

Compulsory Personal Accident (Owner Driver) Under Motor Insurance Policy

Preamble

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

Important

This **Policy** has been issued based on information provided by **you**. Please read this **Policy** carefully and make sure that **you** understand it. If **you** have any doubts about the **Policy**, please call **Our** Toll free number or write **us** to the nearest **Policy** issuing office of **the Company**.

1. The Insurance Contract

- 1.1. The **Policy** is an evidence of the contract between **You** (Insured) and **Us** (Company).
- 1.2. The **proposal** and other any information supplied by **you** form the basis of this contract.
- 1.3. The **Policy**, the **Schedule** and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 1.4. This **Policy** has been issued on receipt of premium from **you** for the period stated in the **Schedule**. Any subsequent **Renewal** will require **our** acceptance of **your proposal** and **your** payment of premium for the **Renewal** period.
- 1.5. The terms, conditions and exceptions that appear in the **Policy** or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

What we will pay for

2. Benefits

Subject otherwise to the terms exceptions conditions and limitations of this **Policy**, **the Company** undertakes to pay compensation as per the following scale for **bodily injury/ death** sustained by the **owner-driver** of the vehicle in direct connection with the **vehicle insured** or whilst mounting into/dismounting from or traveling in the **insured vehicle** as a co-driver, caused by violent, accidental, external and visible means which independently of any other cause shall within six calendar months of such injury result in **death, permanent total disablement & permanent partial disablement..**

2.1 Death

The Sum Insured as stated in the **Schedule** will be paid if the death of the **Insured Person** occurs within a period of 6 Calendar months from the date of Injury, and such Injury is the sole and direct cause of death of the Insured Person

2.2 Permanent Total Disablement

In the event of Injury, causing the Insured Person Permanent Total Disability and if such disability has continued for a period of 6 calendar months, **We** will pay the **Insured Person** the percentage of the Sum Insured shown in the table below:

2.3 Permanent Partial Disablement

In the event of Injury, causing the Insured Person Permanent Partial Disability as mentioned in the table below within 6 calendar months of

the Accidental **Injury** being sustained, **we** will pay the **Insured Person** the percentage of the Sum Insured specified for each and every form of impairment mentioned in the table below

Type of Vehicles	Disability	Scale of compensation	Capital Insured(Rs)	Sum
Motorized Two Wheelers ,Private Cars & Commercial Vehicles	i) Death	100%	15 lakhs	
	ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%		
	iii) Loss of one limb or sight of one eye	50%		
	iv) Permanent total disablement from injuries other than named above.	100%		

Compensation Benefit:

The compensation benefits will depend upon the nature of injury and the Sum Insured under the **Policy**.

- For accidents resulting in **Death** or **Permanent Total disablement**, **we** will provide compensation equivalent to the full **Capital Sum Insured**.
- For **Permanent Partial Disablement** the compensation will depend on the nature of **injury** and corresponding percentage of **Capital Sum Insured** as per the medical advices of our appointed **Medical Practitioner**.

Provided always that

a) Compensation shall be payable under only one of the items (2.1) to (2.3) above in respect of the **owner-driver** arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the **Capital sum Insured** during any one period of insurance.

b) Such compensation shall be payable directly to the insured or to his/her nominee/legal heir, whose receipt shall be the full discharge in respect of the injury to the insured.

3. Policy Period

The period between and including the start and end dates as shown in the **Policy Schedule**.

It is an annual **Policy**.

4. Conditions:

- The **owner-driver** is the registered owner of the vehicle insured herein
- The **owner-driver** holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident
- Compulsory PA cover cannot be granted where a vehicle is owned by a company, a partnership firm or a similar body corporate or where the **owner-driver** does not hold an effective driving license.
- It is applicable for both Liability Only **Policy** & Package **Policy**.
- In case of transfer of ownership of the **Insured vehicle**, the cover under Compulsory Personal Accident (Owner Driver) Under Motor Insurance' shall expire.'

Words and Phrases with special meanings

Words or terms mentioned below have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine, include references to the plural or to the feminine wherever the context permits:

Definitions

Following words are phrases whenever they appear in bold in this **Policy** have special meanings as defined below against each of them:

- **You/Your/Yourself**
It means the person(s) named as Insured in the **Schedule**
- **We/Our/Us/The Company**
It means **RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED**
- **Proposal**
It means any signed **proposal** by filling up the questionnaires and declarations written statements and any information in addition thereto supplied to **us** by **you**.
- **Policy/ Motor Insurance Policy:**
It means the **Policy** booklet, the **Schedule** and any applicable endorsement or memoranda. The **Policy** Contains details of the extent of cover available to insured person (s), what is excluded from the cover and the conditions on which the **Policy** is issued.
- **Schedule**
It means latest **Schedule** issued by **us** as part of the **Policy**. It provides details of the insured person(s), Which are in force and the level of cover Insured Person(s) have.
- **Capital Sum Insured**
It means the monetary amount shown against Insured Person.
- **Insured Person**
It means the persons named as Insured person(s) in the **Schedule**.
Insured vehicle:
The vehicle insured by **us** under the **Motor Insurance Policy**
- **Policy Period/Period of Insurance**
It means the duration of this **Policy** as shown in the **Schedule**.
- **Injury**
It means accidental physical bodily harm excluding illness or disease, solely and directly **caused** by external, violent and visible and evident means which is verified and certified by a Medical Practitioner to the owner/driver whilst driving the vehicle including mounting into/ dismounting from or traveling in the **insured vehicle** as a co-driver
- **Bodily Injury**
Physical bodily harm or **Injury** but not any mental sickness, disease or illness solely and directly **caused** by external, violent and visible and evident means which is verified and certified by a Medical Practitioner to the owner/driver whilst driving the vehicle including mounting into/ dismounting from or traveling in the **insured vehicle** as a co-driver
- **Accident**
An accident is a sudden, unforeseen and involuntary event **caused** by external, visible and Violent means whilst driving the vehicle including mounting into/ dismounting from or traveling in the **insured vehicle** as a co-driver
- **Accidental Death** means death due to an Accident.
- **Doctor/Medical Practitioner**
A **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State Or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- **Reasonable and Customary Charges**
It means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the **Injury** involved.
- **Notification of Claim**

It means the process of intimating a claim to **us**.

Disclosure to information norm

This means the **Policy** shall be void and all premium paid hereon shall be forfeited to **us**, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

- **Renewal**

It means the terms on which the contract of insurance can be renewed on mutual consent

- **Contribution** It is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

- **Limit of Indemnity** represents **our** maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the **Schedule** during the **Policy Period** and means the amount stated in the **Schedule** against each Cover and subject to the limits specified in Benefits Section 2.

- **Owner Driver:-**

The owner of **insured vehicle** holding an „effective“ driving license is termed as **Owner-driver** for the purposes of this section

- **Loss** wherever **used** herein means the permanent and total **Loss** of functional **Use** or complete and permanent severance.

- **Loss Of Limbs**

It shall mean physical separation of one or both limbs.

- **Partial** means less than total

- **Permanent** means lasting six (6) calendar months and at the end of that period being beyond hope of improvement

- **Permanent Partial Disablement** means Civil Surgeon certified total **Loss** or **Loss** of **Use** of specific body part as detailed under „**Permanent Partial Disablement** – following accidental **Injury** to the insured person

Permanent Total Disablement means Civil Surgeon certified total **Loss** of **Loss** of two limbs or sight of two eyes or one limb and sight of one eye or **Permanent Total Disablement** from injuries other than named above.

5. Exclusions

1. Accidental Bodily **Injury** that **you** meet with:

- a) Through suicide, attempted suicide or self-inflicted **Injury** or illness.
- b) While under the influence of liquor or drugs.
- c) Through deliberate or intentional, unlawful or criminal act, error, or omission.
- d) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- e) Any accidental **Loss** or damage and/or liability caused sustained or incurred outside the geographical area.

2. Any claim arising out of any contractual liability;

3. Any accidental **Loss** damage and/or liability caused sustained or incurred whilst the vehicle insured herein is

Being used otherwise than in accordance with the „Limitations as to **Use**“

Or

Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

4. Any accidental **Loss** or damage to any property whatsoever or any **Loss** or expense whatsoever resulting or arising there from or any consequential **Loss**.

5. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing 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.

6. Any accidental **Loss** or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. Any accidental **Loss** damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental **Loss** damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, **The Company** shall not be liable to make any payment in respect of such a claim.
8. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable national economic or trade sanction law or regulations.

6. General Conditions

6.1 Conditions precedent to the contract

Conditions Precedent

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

Rules Applicable to Tankers Carrying Hazardous Chemicals

Rule 129- A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131-Responsibility of the consignor for safe transport of dangerous or hazardous goods.

(1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely

- (a) the goods carriage has a valid registration to carry the said goods;
- (b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
- (c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
- (d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.

(2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to

- (a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
- (b) be aware of the risks created by such goods to health or safety or any person;

(3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132- Responsibility of the Transporter or owner of goods carriage.

(1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-

- (a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
- (b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.

- (2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- (3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- (4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- (5) it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- (6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

Rule 133- Responsibility of the driver

- (1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- 2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule(1) of rule 9 of the principal rules :

- (1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training
Place of training

3 days
At any institute recognized by the State Government

A) Defensive driving

Questionnaire
Cause of accidents
Accidents statistics
Driver's personal fitness Car
condition
Breaking distance Highway
driving Road/Pedestrian
crossing Railway crossing
Adapting to weather Head on
collision
Rear end collision
Night driving
Films and discussion

Duration of training for
A & B - 1st and 2nd day.

B) Advanced driving skills and training

(i) Discussion

Before starting	-check list -outside/below/near vehicle -product side -inside vehicle
During driving	-correct speed/gear -signaling -lane control -overtaking/giving side -speed limit/safe distance -driving on slopes
Before Stopping	-safe stopping place, -signaling, road width, -condition.
After stopping	-preventing vehicle movement

Night driving	-wheel locks -Vehicle attendance	
ii) <i>Field test/training</i>	-1 driver at a time.	
C) <u>Product safety</u>		
UN panel training	-UN classification -Hazchem code -Toxicity, Flammability, other definitions.	Duration of for C)-3rd day
Product Information	-TREM CARDS -CISMSDS -importance of temperature pressure, level. -Explosive limits -Knowledge about equipment	
Emergency procedure	-Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control -protection of wells, rivers, lakes, etc. - Use of protective equipment -knowledge about valves etc.	

6.2 Conditions when a claim arises

Making a Claim

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

- a. **You** or someone claiming on behalf must inform **us** in writing immediately and in any event within 30 days.
- b. **You** must immediately consult a **Doctor** and follow the advice and treatment that he recommends.
- c. **You** must take reasonable steps to lessen the consequence of Bodily **Injury**.
- d. **You** must have **yourself** examined by **our** medical advisors if **we** ask for this.
- e. **You** or someone claiming on behalf must promptly give **us** documentation and other information **we** ask for to investigate the claim or **our** obligation to make payment for it.
- f. In case of **your** death, someone claiming on **your** behalf must inform **us** in writing immediately and send **us** a copy of the post mortem (if performed) report within 30 days.

*Note: Waiver of conditions (a) and (f) may be considered in extreme cases of hardship where it is proved to **our** satisfaction that under the circumstances in which **you** were placed, it was not possible for **you** or any other person to give notice or file claim within the prescribed time limit.

Notice of any Claim shall be given in writing to Raheja QBE and delivered to:

The Claims Manager

Raheja QBE General Insurance Company Limited

Fulcrum, 501 & 502, A wing, 5th Floor, International Airport project road, Sahar, Andheri East, Mumbai – 400059

Toll Free No: 1800-102-7723 (9 am to 8 pm, Monday to Saturday)

Email: customercare@rahejaqbe.com

6.3 Claim Documents

List of Claim documents:

a. Death

- Duly Completed Personal Accident Insurance **Policy** Claim Form signed by Nominee
- Copy of address proof (Ration card or electricity bill copy)
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if anylodged with police authorities.
- Attested copy of FIR/Panchanama /Inquest Panchanama.
- Attested copy of Post Mortem Report(only if conducted)
- Attested copy of Viscera report if any (Onlyif Post Mortem is conducted).
- Claim form with NEFTdetails.
- Original **Policy** copy
- Aadhar card & PAN card Copies (Not mandatory if the same is linked with the **Policy** while issuance or available in previous claim)

b. Permanent Partial /Total Disablement

- Duly Completed Personal Accident Insurance **Policy** Claim Form signed by insured.
- Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability.
- Medical Certificate
- Attested copy of FIR.
- Investigation reports (Laboratory tests, X- rays and reports essential for Confirmation of the **Injury** such as MRI report CAT Scan etc.)
- Medical bills and cash receipts.
- Admission/ Discharge summary.

- English translation of vernacular documents.
- Claim form with NEFT details.
- Original **Policy** copy.
- Aadhar card & PAN card Copies (Not mandatory if the same is linked with the **Policy** while issuance or available in previous claim)

6.4 Claim Settlement

Paying a claim

- You** agree that **we** need only make payment when **you** or someone claiming on **your** behalf has provided **us** with necessary documentation and information.
- We** will make payment to **you** or **Your** Nominee/legal heir. If there is no Nominee and **you** are incapacitated or deceased, **we** will pay **your** heir & any payment **we** make in this way will be a complete and final discharge of **our** liability to make payment.
- On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per **Policy** terms and conditions, **we** shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured.
- However, where the circumstances of a claim warrant an investigation, **The Company** will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, **The Company** will settle the claim within 45 days from the date of receipt of last necessary document.
- If **we**, for any reasons decide to reject the claim under the **Policy** the reasons regarding the rejection shall be communicated to **you** in writing within 30 days of the receipt of documents. **You** may take recourse to the Grievance Redressal procedure stated under condition as below.

F.No sum payable under this **Policy** shall carry interest unless directed by Court of Law in India.

- The Company** shall not be liable to make any payment under this **Policy** in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person acting on behalf of the Insured.
- The Insured shall on tendering any premium for the **Renewal** of the **Policy Schedule**, give notice in writing to **The Company** of any disease, physical defect or infirmity with which he/she has become affected since the payment of last preceding premium

6. Indemnity

All other indemnities of this **Policy** are payable to the Insured Person. Indemnity, if any, in case of **Loss** of life of the Insured Person is payable to the Nominee/legal heir named in the **Policy**. All payment made by **us** in good faith pursuant to this provision shall fully discharge **us** to the extent of the payment.

7. Limit of Liability

In the event of accidental **Injury** resulting in the death or disablement of the Insured Person, the total benefit payable will be limited to amount stated in the **Schedule** and any interim payments made before death will be off-set/adjusted from the amount due. **Our** maximum liability under all Benefit however will not be more than 100% of the Sum Insured opted. **We** shall not be liable for compensation under more than one of the following clauses for the same accident – **Accidental Death** or **Permanent Total Disablement** or **Permanent Partial Disablement**. If the Accidental **Injury** sustained by the Insured Person causes a subsequent claim under Death or **Permanent Total Disablement** or **Permanent Partial Disablement**, the amounts payable shall be reduced by the amount of any payment already made under Death or **Permanent Total Disablement** or **Permanent Partial**



**RAHEJA
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Disablement

4.Cancellation & Refund

Cancellation by Insurer: A policy may be cancelled by the Company on the grounds of mis-representation, fraud, non-disclosure of material facts or non- cooperation of the insured by sending to the insured seven days' notice by recorded delivery to the insured's last known address or e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

Cancellation by Insured: Policy may be cancelled at the option of the insured with seven days' notice of cancellation and the Company will be entitled to retain premium on Pro-rata portion for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured. In case of cancellation of policy by the insured, premium would be retained as per below table

Double Insurance

When two policies are in existence on the same vehicle with identical cover, one of the policies may be cancelled. Where one of the policies commences at a date later than the other policy, the policy commencing later is to be cancelled by the insurer concerned.

If a vehicle is insured at any time with two different offices of the same insurer, 100% refund of premium of one policy may be allowed by canceling the later of the two policies. However, if the two policies are issued by two different insurers, the policy commencing later is to be cancelled by the insurer concerned and pro-rata refund of premium thereon is to be allowed.

If however, due to requirements of Banks/Financial Institutions, intimated to the insurer in writing, the earlier dated policy is required to be cancelled, then refund of premium is to be allowed after retaining premium at Pro-rata scale for the period the policy was in force prior to cancellation.

In all such eventualities, the minimum premium is to be retained.

In either case, no refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies during the period when both the policies were in operation, but prior to cancellation of one of the policies.

Refund of premium will be subject to:

- a. There being no claim under the policy, and
- b. The retention of minimum premium
- c. A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for Liability Only cover and after surrender of the original Certificate of Insurance for cancellation

Minimum Premium

The minimum premium applicable for vehicles specially designed or modified for Use of the blind, handicapped and mentally challenged persons will be Rs.25/- per vehicle. For all other vehicles, the applicable minimum premium per vehicle will be Rs.100/-.

10. Transfer: -

- Transferring of interest in this **Policy** to anyone else is not allowed.

11. Renewals Terms

The Company shall not be bound to accept any **Renewal** premium nor give notice that such is due. Every **Renewal** premium (which shall be paid and accepted in respect of this **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 to enhance the risk of **The Company** under the insurance. Nothing herein Or otherwise shall oblige **The Company** to offer **Renewal** terms or restrict any **Renewal** terms as to premium or otherwise.

Raheja QBE agrees to renew the **Policy** on payment of **Renewal** premium. However it may exercise its option not to renew the **Policy** on grounds of fraud, misrepresentation, or Suppression of any material fact either at the time of taking the **Policy** or any time during the currency of the earlier policies or bad moral hazard.

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or any other dealings with or relating to this **Policy** but the receipt of the Insured or his nominee/ legal heir shall in all cases be effective discharge to **The Company**.

*Capital Sum Insured Enhancement

The Insured member can apply for enhancement of Sum Insured at the time of **Renewal**.

13. Applicable Law

The **Policy** is subject to the laws of India and jurisdiction of its Courts.

14. Grievance

Raheja QBE will take all steps to settle **Your claim** in accordance with **Policy** terms and conditions. However, since the **Policy** does not cover all eventualities, there may be disagreement between **Raheja QBE** about the **Policy**. For resolution of such disputes **Raheja QBE** has developed an elaborate Grievance Redressal mechanism.

At the **insured's** request, the **claim** will be considered afresh by the Grievance Committee of **Raheja QBE**. If the **insured** is not satisfied with the decision of the Grievance Committee, the **insured** may approach the offices of the Insurance Ombudsmen as listed out in **Annexure A** to this **Policy**. In case of a complaint or grievance, Raheja QBE may be contacted for its redressal on the following details:

Website: www.rahejaqbe.com

E-mail: complaintsofficer@rahejaqbe.com

Telephone: 1800-102-7723 (Toll Free) (9 am to 8 pm, Monday to Saturday)

Post/Courier: Any branch office or the correspondence address, during normal **business** Hours

If the insured is not satisfied with Raheja QBE's redressal of the complaint/grievance through one of the above channels, the insured may contact the Raheja QBE Grievance Officer at:

The Grievance Cell,

Raheja QBE General Insurance Company Limited

Fulcrum, 501 & 502, A wing, 5th Floor, International Airport project road, Sahar, Andheri East, Mumbai – 400059

15. Insurance Ombudsman

We shall endeavour to promptly and effectively address **your** grievances.

If the insured is not satisfied with Raheja QBE's redressal of the complaint/grievance through one of the above channels, the insured may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint. **You** may approach the Insurance Ombudsman located nearest to **you**. Details of the offices across the Country are mentioned below

The contact details of Ombudsman offices are mentioned below:

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.: - 0755-2769201/202 Fax:- 0755-2769203 Email:- bimalokpal.bhopal@gbic.co.in	Madhya Pradesh and Chattisgarh.
Bhubaneshwar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: - 0674-2596461/2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	Orissa.
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: - 0172-2706196/6468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: - 044-24333668/24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).



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Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel:- 011-23239633/23237539 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	Delhi
Guwahati	Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel:- 0361-2132204/2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin COURT" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363 Fax: 0141 - Bimalokpal.jaipur@gbic.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 030. Tel:- 0484-2358759/9338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339 Fax : 033-22124341	West Bengal, , Sikkim, and Andaman and Nicobar Islands.



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Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 Fax:- 0522- 2231310 Email:- bimalokpal.lucknow@gbic.co.inmail to:ioblko@sanch arnet.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, KaUshambi , Balrampur, Basti, Ambedkarnagar,