

## Medicclaim Insurance

### Policy Wordings

#### Preamble

Whereas the Insured designated in the Schedule here to has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Bajaj Allianz General Insurance Company Limited (hereinafter called the Company) for the insurance hereinafter set forth in respect of persons(s) named in the Schedule hereto (hereinafter called the Insured Person) and has paid the premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that subject to the terms, conditions, exclusions and definitions Contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal any Insured Person shall contract any disease or suffer from any illness (hereinafter called Illness) or sustained any bodily injury through accident (hereinafter called Injury) and if such disease or injury shall require any such Insured Person, upon advice of a duly qualified Physician/Medical Specialist/Medical Practitioner (hereinafter called Medical Practitioner) or of (a) duly qualified Surgeon (hereinafter called Surgeon) to incur a) hospitalization expenses for medical/surgical treatment at any Nursing Home/Hospital in India as herein defend (hereinafter called Hospital) as an inpatient OR (b) on domiciliary treatment in India under Domiciliary Hospitalization Benefits as hereinafter defined, the Company will pay to the Insured Person the amount of such expenses as reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding the sum insured in aggregate in any one period of insurance stated in the schedule hereto.

#### A. Coverage

**1. In-Patient Hospitalisation expenses:**

In the event of any claim/s becoming admissible under this policy, below expenses are paid subject to policy terms and conditions

- a. Room, Boarding Expenses provided by the hospital / nursing home
- b. Nursing Expenses
- c. Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees
- d. Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of pacemaker, Artificial Limbs and Cost of Organs and similar expenses

**2. Pre-hospitalization Medical Expenses**

Medical Expenses incurred immediately 30 days, before the Insured Person is hospitalized, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**3. Post-hospitalization Medical Expenses**

Medical Expenses incurred immediately 60 days after the insured person is discharged from the hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

**Note:** Company's liability in respect of all claims admitted during the period of insurance shall not exceed the Sum Insured per person mentioned in the Schedule.

**B. Definitions:**

**1. Accident**

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**2. Any one illness**

Any one illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

**3. Alternative treatments**

Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**4. Cashless facility**

"Cashless facility" means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

**5. Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**6. Congenital Anomaly**

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- i. Internal Congenital Anomaly - Congenital Anomaly which is not in the visible and accessible parts of the body
- ii. External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body

**7. Co-Payment**

A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

**8. Contribution**

Contribution 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 ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

**9. Day Care Treatment**

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- i. Undertaken under General or Local Anesthesia in a hospital/day care center in less than 24 hrs because of technological advancement, and
- ii. Which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this cover

**10. Day care center**

A day care center means any institution established for day care treatment of illness and / or injuries or a medical set -u p within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-

- has qualified nursing staff under its employment
- has qualified medical practitioner (s) in charge
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

**11. Deductible**

Deductible is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**12. Dental Treatment**

Dental treatment is treatment carried out by a dental practitioner including examinations, flings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

**13. Disclosure to information norm**

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

**14. Emergency Care**

Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

**15. Grace Period**

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**16. Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**17. Hospital Definition for AYUSH coverage:**

Government Hospital or any Institute recognized by Government and/or accredited by Quality Council of India/ National Accreditation Board on Health would be considered for hospitalisation under AYUSH coverage.

**18. Hospitalisation**

Means admission in a Hospital for a minimum period of 24 in patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

**19. Illness**

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a. Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

- b. **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back
20. **Injury**  
Injury 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.
21. **Intensive Care Unit**  
Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
22. **Inpatient Care**  
Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
23. **Maternity expense**  
Maternity expenses shall include—  
(a). medical treatment expenses traceable to childbirth ( including complicated deliveries and caesarean sections incurred during hospitalization).  
(b). expenses towards lawful medical termination of pregnancy during the policy period
24. **Medical Advise**  
Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
25. **Medical expenses**  
Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
26. **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.

**27. Medically Necessary**

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- I. is required for the medical management of the illness or injury suffered by the insured;
- II. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- III. must have been prescribed by a medical practitioner,
- IV. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**28. New Born Baby**

Newborn baby means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive

**29. Network Provider**

“Network Provider” means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

**30. Non- Network**

Any *hospital*, day care centre or other provider that is not part of the *network*

**31. Notification of Claim**

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**32. Pre-Existing Disease**

Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

**33. Pre-hospitalization Medical Expenses**

Medical Expenses incurred immediately before the Insured Person is Hospitalized, provided that:

- Such Medical Expenses are incurred for the same condition for which the Insured Person’s Hospitalisation was required, and
- The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

- 34. Portability**  
Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
- 35. Post-hospitalization Medical Expenses**  
Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:  
i. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and  
ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company
- 36. OPD treatment**  
OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 37. Qualified Nurse**  
Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 38. Room rent**  
Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
- 39. Reasonable and Customary Charges**  
Reasonable and Customary charges 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 illness / injury involved
- 40. Renewal**  
Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 41. Surgery**  
Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care center by a medical practitioner

**42. Subrogation**

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**43. Unproven/Experimental treatment**

Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

**44. You, your, yourself/ your Family** named in the schedule means the person or persons that We insure as set out in the Schedule.

**45. We, Us, our, ours** means the Bajaj Allianz General Insurance Company Limited

**C Exclusions**

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

1. All diseases /injuries which are pre-existing when the cover incepts for the first time.
2. Any disease other than those stated in the exclusion 3, contracted by the Insured Person during the first 30 days from the commencement date of the Policy. This exclusion shall not however apply, if in the opinion of Panel of Medical Practitioners constituted by the Company for the purpose, the Insured person could not have known of the existence of the Disease or any symptoms or complaints thereof at the time of making the proposal for insurance to the Company. This condition 2 shall not however apply in case of the insured person having been covered under this scheme with any of the Indian Insurance Companies for a continuous period of preceding 12 months without any break.
3. During the first year of operation of insurance cover, the expenses on treatment of the below listed diseases are not payable:
  - Cataract,
  - Benign Prostatic Hypertrophy,
  - Hysterectomy for Menorrhagia or Fibromyoma
  - Hernia,
  - Hydrocele,
  - Congenital Internal disease,
  - Fistula in anus,
  - Piles,
  - Sinusitis and related disorders

If these diseases are pre-existing at the time of proposal they will not be covered even during subsequent period of renewal too.

4. Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operation (whether war be declared or not).
5. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or

aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.

6. The cost of spectacles, contact lenses, hearing aids
7. Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring hospitalization.
8. Convalescence, general debility 'Run-down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs/alcohol.
9. All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lympho tropic Virus type III (IITLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
10. Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-ray or laboratory examinations not consistent with Or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
11. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.
12. Injury or disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
13. Treatment arising from or traceable to pregnancy, childbirth including caesarian section(Ectopic pregnancy is covered under the policy)
14. Voluntary medical termination of pregnancy during first 12 weeks from the date of conception.
15. Naturopathy treatment

(Exclusion 13 will stand deleted where Policy is extended to cover maternity benefits).

#### **D. Conditions**

##### **1. 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.

##### **2. Insured**

Only those persons named, as the Insured in the Schedule shall be covered under this Policy. A person may be added as an insured during the Policy Period after his application has been accepted by the Company, any additional premium has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person as an insured. Cover under this Policy shall be withdrawn from any Insured upon such Insured giving 15 days written notice to be received by the Company.

##### **3. Communications**

Every notice or communication to be given or made under this Policy shall be delivered in writing at the address as shown in the Schedule

#### 4. Premium

The premium payable in this Policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the Company signed by a duly authorized official of the Company. The due payment of Premium and the observance and fulfillment of the terms, provision, conditions and endorsements of this policy by the Insured Person insofar as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this Policy. No Waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorized official of the Company.

#### 5. Renewal & Cancellation

- i. Under normal circumstances, renewal will not be refused except on the grounds of *Your* moral hazard, misrepresentation or fraud. (Subject to policy is renewed annually with us within the Grace period of 30 days from date of Expiry)
- ii. In case of *Our* own renewal, a grace period of 30 days is permissible and the *Policy* will be considered as continuous for the purpose of all waiting periods. However, any treatment availed for an *Illness* or *Accident* sustained or contracted during the break period will not be admissible under the *Policy*.
- iii. For renewals received after completion of 30 days grace period, all waiting period as specified in the group policy schedule would apply afresh.
- iv. We may cancel this insurance by giving You at least 15 days written notice, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or Your non-cooperation.
- v. The insured may cancel this insurance by giving Us at least 15 days written notice, and if no claim has been made then We shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

Period on Risk	% of Annual Premium Refunded
1 month	75%
3 months	50%
6 months	25%
12 months	Nil

#### 6. Free look Period

The insured has a period of 15 days from the date of receipt of the first policy document to review the terms and conditions of this Policy. If the insured has any objections to any of the terms and conditions, the insured has the option of cancelling the Policy stating the reasons for cancellation. If the insured has not made any claim during the Free look period, the insured shall be entitled to refund of premium subject to,

- a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges, if the risk has not commenced,
- a deduction of the stamp duty charges, medical examination charges & proportionate risk premium for period on cover, If the risk has commenced
- a deduction of such proportionate risk premium commensurating with the risk covered during such period ,where only a part of risk has commenced
- Free Look Period is not applicable for renewal policies.

## 7. Claims Procedure

If the insured meets with any Accidental Bodily Injury or suffer an Illness that may result in a claim, then as a condition precedent to Our liability, the insured must comply with the following:

### A. Cashless Claims Procedure:

- Cashless treatment is only available at Network Hospitals. In order to avail of cashless treatment, the following procedure must be followed by the insured.
- Prior to taking treatment and/or incurring Medical Expenses at a Network Hospital, the insured must call Us and request pre-authorization by way of the written form We will provide.
- After considering the insured's request and after obtaining any further information or documentation We have sought, We may, if satisfied send the insured or the Network Hospital, an authorization letter. The authorization letter, the ID card issued to the insured along with this Policy and any other information or documentation that We have specified must be produced to the Network Hospital identified in the pre-authorization letter at the time of Your admission to the same.
- If the procedure above is followed, the insured will not be required to directly pay for the Medical Expenses in the Network Hospital that We are liable to indemnify under Section A above and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorization does not guarantee that all costs and expenses will be covered. We reserve the right to review each claim for Medical Expenses and accordingly coverage will be determined according to the terms and conditions of this Policy. the insured shall, in any event, be required to settle all other expenses directly.

### B. Reimbursement Claims Procedure

- The insured or someone claiming on behalf of the insured must inform Us in writing immediately with 48 hours of hospitalization incase emergencyhospitalization & 48 hours\* prior to hospitalization in case of planned hospitalization
- The insured must immediately consult a Doctor and follow the advice and treatment that he recommends.
- The insured must take reasonable steps or measures to minimize the quantum of any claim that may be made under this Policy.
- The insured must agree for medical examination by Our medical advisors if We ask for this, and as often as We consider this to be necessary at Our cost .

- v. The insured or someone claiming on behalf of the insured must promptly and in any event within 30 days\* of discharge from a Hospital give Us the documentation (written details of the quantum of any claim along with all original supporting documentation, including but not limited to first consultation letter, original vouchers, bills and receipts, birth/ death certificate (as applicable)) and other information We ask for to investigate the claim or Our obligation to make payment for it.
- vi. In the event of the death of the insured person, someone claiming on his behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if any) within 30days\*
- vii. In event of a claim, the original documents to be submitted & after the completion of the claims assessment process the original documents may be returned if requested by the insured in writing, however we will retain the Xerox copies of the claim documents.
- viii. If the original documents are submitted with the co-insurer, the Xerox copies attested by the co-insurer should be submitted along with the letter confirming the status of the claim & settlement details if any

\*Note:

Waiver of conditions (i), (v) and (vi) may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible from him or any other person to give notice or file claim within the prescribed time limit.

#### **List of claim documents**

The Insured Person shall obtain and furnish the Company with documents listed below upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim

- First Consultation letter from the Doctor
- Duly completed claim form & NEFT Form signed by the Claimant
- Hospital Discharge Card
- Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Money Receipt, duly signed with a Revenue Stamp
- All original Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- In case of a Cataract Operation, IOL Sticker will have to be enclosed
- In case of any discrepancy of information, additional documents may be required by Bajaj Allianz to process the claim

#### **8. Payment of a claim**

- i. The insured agrees that We make payment when The insured or someone claiming on behalf of the insured has provided Us with necessary documentation and information. We will make payment to the insured or the Nominee. If there is no Nominee and The insured is incapacitated or deceased, We will pay to the legal heir, executor or validly

appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.

- ii. 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. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iii. If We, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The Insured may take recourse to the Grievance Redressal procedure stated under condition no. 18.

#### **9. Basis of Claims Payment**

- i. If You suffer a relapse within 45 days of the date when You last obtained medical treatment or consulted a Doctor and for which a claim has been made, then such relapse shall be deemed to be part of the same claim.
- ii. We shall not make any payment to You for any period of hospitalisation of less than 24 hours.
- iii. We shall make payment in Indian Rupees only.

#### **10. Fraud**

If the insured makes or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.

#### **11. Portability Conditions**

Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to insured persons who were insured under Our Group Health Policy and are availing Our Group Health Policy. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Retail Health Policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular insured person leaving the group on account of resignation/ retirement (applicable for employer-employee relationships) or termination of relationship with the Group Administrator (applicable for non-employer-employee relationships). All the terms, conditions, guidelines of the retail policy would be applicable.

#### **12. Contribution**

If two or more policies are taken by You during a period from one or more insurers to Indemnify treatment costs, We shall not apply the contribution clause, but You shall have the right to require a settlement of your claim in terms of any of your policies.

1. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim without insisting on the contribution clause as long as the claim is within the limits of and according to the terms of the chosen policy.
2. If the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co pay, you shall have the right to choose insurers by whom the claim to be settled. In such cases, the insurer may settle the claim with contribution clause.
3. Except in benefit policies, in cases where You have policies from more than one insurer to cover the same risk on indemnity basis, You shall only be indemnified the hospitalization costs in accordance with the terms and conditions of the policy

### **13. Revision/ Modification of the policy:**

There is a possibility of revision/ modification of terms, conditions, coverage and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect

### **14. Withdrawal of Policy**

There is possibility of withdrawal of this product at any time in future with appropriate approval from IRDA, as We reserve Our right to do so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this product, at the time of Your seeking renewal of this Policy, You can choose, among Our available similar and closely similar Health insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA.

Provided however, if You do not respond to Our intimation regarding the withdrawal of the product under which this Policy is issued, then this Policy shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You and also subject to Portability condition.

### **15. Arbitration and reconciliation**

- i. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon

this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

- ii. If the company shall disclaim liability to the Insured for any claim hereunder and if the insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he/she does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purpose be deemed to have been abandoned and shall not be recoverable hereunder.
- iii. All medical/surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

#### **16. Territorial limits & governing law**

- i. This Policy is restricted to insured events and Medical Expenses incurred in India.
- ii. The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Schedule.
- iii. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law.

The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

#### **17. Subrogation**

You and any claimant under this Policy shall do whatever is necessary to enable Us to enforce any rights and remedies or obtain relief or indemnity from other parties to which We would become entitled or subrogated upon Us paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

#### **18. Grievance redressal Procedure**

**Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.**

Please read your policy and schedule.

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

Initially, we suggest you contact the Branch Manager/ Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy. Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

## Grievance Redressal Cell for Senior Citizens

Senior Citizen Cell for Insured Person who are Senior Citizens

'Good things come with time' and so for our customers who are above 60 years of age we have created special cell to address any health insurance related query. Our senior citizen customers can reach us through the below dedicated channels to enable us to service them promptly

**Health toll free number:** 1800-103-2529

**Exclusive Email address:** [seniorcitizen@bajajallianz.co.in](mailto:seniorcitizen@bajajallianz.co.in)

**Bajaj Allianz General Insurance Co. Ltd**

**GE Plaza, Airport Road**

**Yerawada,Pune411006**

**E-mail:** [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)

**Call :**

**1800-225858 (free calls from BSNL/MTNL lines only)**

**1800-1025858 ( free calls from Bharti users – mobile /landline ) or**

**020-30305858**

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 is mentioned below:

Office of the Ombudsman	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI		Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664  Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri D. C. Choudhury	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Shri R. Jyothindranathan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072.  Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI		Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

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