

Bajaj Allianz General Insurance Company Limited

CIN: U66010PN2000PLC015329

UIN - IRDA/NL-HLT/BAGI/P-H/V.I/424/13-14

Issuing Office:

MICRO CARE ACCIDENT AND HOSPITAL CASH POLICY

POLICY WORDINGS

Where the insured named in the Scheduled hereto (hereinto called "The insured") has applied to Bajaj Allianz General Insurance Company Limited (hereinafter called "The Company for the insurance hereinafter set forth in respect of the person as per schedule attached hereto (hereinafter called the insured person/s) and has paid to Company the premium herein stated for the insurance of the risks hereinafter specified occurring during the period stated in the Schedule.

Now this policy witnesses that subject to the Terms, Provisions, Exclusions, Definitions and Conditions herein expressed or contained or hereon endorsed that Company will indemnify insured as herein after mentioned.

SECTION I

SECTION 1.A. PERSONAL ACCIDENT

If the Insured person shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means then the company shall pay to the insured the sum or sums hereinafter set forth that is to say:

- a. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the death of an insured person the Capital Sum insured in Schedule hereto.
- b. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of both eyes, or total and irrecoverable loss of use of two hands or two feet or one hand and one foot due to physical separation from the body, or for such loss of sight of one eye and such loss of use of one hand, one foot due to physical separation from the body, the Capital Sum Insured stated in the Schedule hereto.
- c. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or foot due to physical separation fifty percent (50%) of the Capital Sum insured in Schedule hereto.
- d. If such injury shall as a direct consequence thereof immediately, permanently, totally and absolutely disable the/ an insured person from engaging in being occupied with or giving attention to paid employment or occupation of any description whatsoever Capital Sum Insured in the Schedule hereto.

SECTION 1 .B. FUNERAL EXPENSES. If we have accepted a claim for accidental death then we will make one time payment an amount of Rs.2000/- for funeral expenses.

SECTION 1.C. EDUCATION BONUS: If we have accepted a claim for accidental death then we will make one time payment of Rs 5000/- each towards the cost of education for one of your dependent child who is under the age of 19 at the date you met with Accidental Bodily Injury.

SECTION 1.D. HOSPITALIZATION DUE TO ACCIDENT: In the event of insured being hospitalized due to accidental injury, the company will pay the expenses incurred by the insured up to amount of Rs 1000/- only during the policy period.

SECTION.1 E. WAGE LOSS: If you suffer from accidental bodily injury during the policy period for which you are hospitalized and prevents you from engaging in your occupation then we will pay for loss of wages at the rate of Rs 120/- per day for completed and continuous period of 24 hours and maximum for 5 days and maximum of Rs. 600/- during policy period.

EXCLUSIONS:

The Company should not be liable under this policy for: -

1. Compensation under more than one of the foregoing clauses (a), (b), (c), or (d) of Section 1 A in respect of the same injury or disablement of the /an Insured Person.
2. Any payment in excess of Sum Insured under the policy during any one-year of insurance, for any one Insured person.

3. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of taking of this policy.
4. Payment of Compensation in respect of death, disablement of the insured from (a) intentional self injury, suicide or attempted suicide (b) that under the influence of intoxicating liquor or drug, (c) Directly or indirectly caused by insanity, (d) Arising or resulting from the Insured committing any breach of the law with criminal intent.
5. Payment of Compensation in respect of Death, Disablement of the insured Person, due to or directly or indirectly connected with or traceable to act of invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all kings, Princess and people of which so ever nation, condition or quality.
6. Payment of compensation in respect of death of/or disablement of the insured Person, directly or indirectly caused by or contributed by or arising from or traceable to ionising radiations or contamination by radioactivity from any source whatsoever or from nuclear weapons material.
7. Payment of Compensation in respect of Death, Disablement of the insured person, due to or directly or indirectly connected whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
8. Payment of Compensation in respect of Death, Disablement of the Insured Person, due to or directly or indirectly connected whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
9. Payment of Compensation in respect of Death, Disablement of the insured Person, due to or directly or indirectly connected as a result of any curative treatments or interventions that you carry out or have carried out on your body.
10. Payment of Compensation in respect of Death, Disablement of the Insured person, due to or directly or indirectly connected Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
11. Your consequential losses of any kind or your actual or alleged legal liability
12. Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing
13. Venereal or sexually transmitted diseases
14. HIV (Human Immunodeficiency Virus) and/ or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.

SECTION.1F. FIRE (DWELLINGS & HOUSEHOLD CONTENTS) — FIRST LOSS COVER

Fire Cover for Contents (excluding Valuables)

The Company will indemnify the Insured in respect of loss of or damage to Contents in the Insured Premises specified in the Schedule against:

- 1.1. **Fire**, excluding destruction or damage caused to the contents insured by:
 - 1.1.1. Its own fermentation, natural heating or spontaneous combustion
 - 1.1.2. Its undergoing any heating or drying process.
 - 1.1.3. Burning of property insured by order of any Public Authority.
- 1.2. **Lightning**.
 - 1.3. Explosion/implosion, excluding loss, destruction of or damage:
 - 1.3.1. to boilers (other than domestic boilers), economizers or other vessels , machinery or
 - 1.3.2. apparatus (in which steam is generated) or their contents resulting from their own
 - 1.3.3. Explosion / implosion
 - 1.3.4. Caused by centrifugal forces
- 1.4. **Aircraft Damage**: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
- 1.5. **Riot, Strike, Malicious Damage**: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - 1.5.1. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omission of any kind.
 - 1.5.2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - 1.5.3. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
 - 1.5.4. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 1.6. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**: Loss destruction or damage directly caused by storm,

cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.

1.7. **Impact Damage:** Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:

1.7.1 the Insured or any occupier of the premises or

1.7.2 their employees while acting in the course of their employment.

1.8. **Subsidence and landslide including Rock slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

1.8.1 the normal cracking, settlement or bedding down of new structures;

1.8.2 the settlement or movement of made up ground ;

1.8.3 coastal or river erosion ;

1.8.4 defective design or workmanship or use of defective materials ; demolition, construction, structural alterations or repair of any property or groundworks or excavations

1.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

1.10 Missile Testing operations .

1.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:

1.11.1 repairs or alterations to the buildings or premises

1.11.2 repairs, removal or extension of the sprinkler Installation

1.11.3 Defects in construction known to the Insured.

1.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.

1.13 **Earthquake** — Fire and Shock

1.14 The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or damage to:

1.14.1 Contents of a consumable nature;

1.14.2 motor vehicles, pedal cycles, or livestock

1.14.3 **Valuables** and/or **Jewellery** and/or **Precious Items**, unless specifically stated to the contrary in the **Schedule**

Basis of Loss Settlement.

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event

2. 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 Assured.

SECTION II : HOSPITAL CASH

A OPERATIVE PART

In the event of Accidental Bodily injury or Sickness first occurring or manifesting itself during the Policy Period and causing the Insured's or the Named Insured's Hospitalization within the Policy Period, the Company will pay: I) the Daily Allowance of Rs 300/ - Per Day for each continuous and completed period of 24hours of Hospitalization necessitated solely by reason of the said Accidental Bodily Injury or Sickness, or for a maximum period of 5 days for each hospitalization.

The maximum daily allowance under this section payable to the Insured is Rs 1500/-.

The maximum period for which the daily allowance would be paid individually or collectively would not exceed 5 days during the policy period.

B. EXCLUSION SPECIFIC TO SECTION II

No Indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on , arising out of or howsoever attributable to any of the following:

1. Pre-existing disease: Any medical condition or complication arising from it which existed before the commencement of the Policy Period, or for which care, treatment or advice was sought, recommended by or received from a Physician or for which a claim has or could have been made under any earlier policy.
2. Any treatment not performed by a Physician or any treatment of a purely experimental nature.
3. Any and all variants of the condition commonly referred to as Cancer, except in case of invasive malignant melanoma.
4. Any routine or prescribed medical check up or examination. Medical Expenses relating to any hospitalization 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 Illness or accidental Bodily Injury for which hospitalization is required.
5. Any Sickness that has been classified as an Epidemic by the Central or State Government
6. Sickness requiring Hospitalization within the first 30 days from the commencement date of the Policy Period unless the Policy is renewed without interruption and with the Company.
7. Without prejudice to Exclusion I above, the treatment of cataracts, benign prostatic hypertrophy, hysterectomy, menorrhagia, fibromyoma, D&C, endometriosis, hernia of all types, hydrocele, fistulae, haemorrhoids, fissure in ano, stones in the urinary and biliary systems, surgery on ears, tonsils or sinuses, skin and all internal tumours/cysts/nodules/polyps of any kind including breast lumps, gastric or duodenal ulcer, back ache, prolapsed intervertebral disc during the first year of a series of Daily Hospital Allowance Policies renewed with the Company without interruption.
8. Circumcision, cosmetic or aesthetic treatments of any description change of life surgery or treatment, plastic surgery (unless necessary for the treatment of Illness or accidental Bodily Injury as a direct result of the insured event and performed within 6 months of the same).
9. Dental treatment or surgery of any kind unless necessitated by Accidental Bodily Injury.
10. Convalescence, general debility, nervous or other breakdown, rest cure, congenital diseases or defect or anomaly, sterility, sterilization or infertility (diagnosis and treatment), any sanatoriums, spa or rest cures or long term care or hospitalization undertaken as a preventive or recuperative measure.
11. Self afflicted injuries or conditions (attempted suicide), and/or the use or misuse of any drugs or alcohol.
12. Any sexually transmitted diseases or any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type or any Syndrome or condition of a similar kind commonly referred to as AIDS.
13. Any diagnosis or treatment arising from or traceable to pregnancy (whether uterine or extra uterine), childbirth including caesarean section, medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born.
14. Hospitalization for the sole purpose of traction, physiotherapy or any ailment for which hospitalization is not warranted due to advancement in medical technology
15. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
16. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
17. Any natural peril including but not limited to avalanche, earthquake, volcanic eruptions or any kind of natural hazard).
18. Participation in any hazardous activity.
19. Radioactive contamination.
20. Non-allopathic treatment.
21. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.

SPECIAL CONDITIONS APPLICABLE TO SECTION I & II (Except section 1.F Fire)

CONDITIONS PRECEDENT:

1. 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. Upon the happening of any event which may give rise to a claim under the policy the Insured shall forthwith give notice thereof to the Company unless reasonable causes is shown the insured should within one calendar month after the event which may give rise to a claim under the policy give written notice to the company with particulars of the claims.

3. 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 of event whether by the insured person or any person on behalf of the insured person.

MAKING A CLAIM

In the event of any Accidental Bodily Injury/Sickness that may result in a claim, then as a condition precedent to Our liability:

- a. You or someone claiming on Your behalf must inform Us in writing immediately, and in any event within 30 days.
- b. You must immediately consult a Doctor/ **Medical Practitioner** and follow the advice and treatment that he recommends.
- c. You must take reasonable steps to lessen the consequences of Your Bodily Injury.
- d. You must have yourself examined by our medical advisors if we ask for this, and as often as we consider this to be necessary.
- e. You or someone claiming on Your behalf must promptly give Us the documentation and other information We ask for to investigate the claim or Our obligation to make payment for it.
- f. If You die, someone claiming on Your behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if performed) 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.

List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Legal heir certificate containing affidavit and indemnity bond both duly signed by all legal Heirs and notarized (If Nominee name not mentioned on policy schedule or if Nominee is minor then decree certificate from court).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged 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 (Only if Post Mortem is conducted).
- Income Proof, Photo identity proof, Address Proof
- Document showing outstanding loan amount (for Payment Protection Care Claim)
- All original medical bills (if opted.)
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Partial /Total Disablement

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- All medical bills (if opted)
- Document showing outstanding loan amount (for Payment Protection Care Claim due to Permanent Total Disablement)
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy.

d) Education bonus

- Bonafide certificate from school / college or certificate from the educational institution

e) Wage Loss

- Hospital discharge card clearly stating admission and discharge from the Hospital

f) Hospital Cash/ Hospitalisation due to Accident

- First Consultation letter from the Doctor
- Duly completed claim 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.
- Other documents as may be required by Bajaj Allianz to process the claim

PAYING A CLAIM

- a. You agree that We need only make payment when You or someone claiming on Your behalf has completed all formalities as specified in the policy for submission of a claim.
- b. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay Your 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.
- c. 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.
- d. If We, for any reasons decides 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 in this document.

OTHER INSURANCE/ CONTRIBUTION CLAUSE (Applicable for Hospitalisation due to Accident Cover)

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

PORTABILITY CONDITION

Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail health insurance policies of other non-life insurers. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases

Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were insured under a Group Health Policy of Bajaj Allianz. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Health Policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular customer 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). The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases.

WITHDRAWAL OF COVER

There is a possibility of withdrawal of any of these covers at any time in future, as the Company reserves the right to so withdraw. In case the company exercises the option to withdraw the covers, the company shall send you intimation well in advance of the proposed date of withdrawal. In such an event, upon the insured seeking renewal of this cover, he/ she can choose among the Company's available and similar health insurance products, the Policy covering the indemnity/ benefit similar to or closely similar to the withdrawn cover. Upon Insured so choosing the product, he/ she will be charged the Premium as per Company's Underwriting Policy for such chosen product. Provided however, if Insured do not respond to Company's intimation regarding the withdrawal of the cover under which this Policy is issued, then this cover shall be withdrawn and shall not be available for renewal on the renewal date and accordingly upon seeking renewal of this Policy, Insured shall have to take a Policy under available products of the Company subject to the insured paying the Premium as per Company's Underwriting Policy for such available product chosen by the Insured and also subject to Portability condition.

FREE LOOK UP PERIOD (Applicable only in case of New Policy)

You have a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation.

If you have not made any claim during the Free look period, you shall be entitled to refund of premium subject to,

- a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges and if the risk has not commenced
- If the risk has commenced the stamp duty charges, medical examination charges & proportionate risk premium for period on cover would be deducted.
- Where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

CHANGE IN COVER

- i. The Insured member can apply for Change in Cover at the time of renewal. You can apply for Change in Cover by submitting a fresh proposal form to the company.
- ii. The acceptance of Change in Cover would be at the discretion of the company, based on the health condition of the insured members & claim history of the policy.

DEFINITIONS :

Words or terms in Bold 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 female wherever the context permits:

1. **Accident, Accidental –**
An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Condition Precedent**
Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
3. **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 rateable proportion of Sum Insured.

This clause shall not apply to any Benefit offered on fixed benefit basis.

4. Daily Allowance

Means the amount and period specified in the Schedule.

5. Family Members

Family Members means the members of your family covered under this policy.

6. 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.

7. 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.

8. 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.

9. Illness/Sickness

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.

10. Injury/ Bodily 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.

11. 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.

12. 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.

13. Limit of Indemnity

Limit of Indemnity means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.

14. Medical Advise

Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

15. 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.

16. Medical Practitioner/ Physician/Doctor:

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.

17. Named Insured/ Insured:

Insured means the persons, or his Family members, named in the Schedule provided that an Insured or his Family Members has attained the age of 3 months and is not older than 65 years of age at the commencement of the Policy Period.

18. Nominee

Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.

19. 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.

20. 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.

21. 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.

22. Proposal

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

23. 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.

24. 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

25. **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.
26. **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.
27. **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.
28. **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 centre by a *medical practitioner*
29. **Schedule** means the schedule and any annexure to it.
30. **Total Sum Assured**
The amount stated in the Schedule, which is the maximum amount we will pay for claims made by you irrespective of the number of claims you make or the number of years that you have had a Personal Accident Policy with us
31. **Unproven/Experimental treatment**
Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.
32. **Valuables** means:
-gold or silver or any precious metals or articles made from any precious metals;
-watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
-deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
33. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule
34. **We, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

GENERAL CONDITIONS APPLICABLE TO ALL COVERS

1. **Due Observance**
The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or the Insured's Family shall be a condition precedent to any liability of the Company under this Policy.
2. **Reasonable Care**
The **Insured** shall:
- 2.1 take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
 - 2.2 take all reasonable steps to prevent a claim from arising under this **Policy**;
 - 2.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

2.4 when the **Insured Premises** are left unattended or unoccupied ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3. Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- i. the Insured shall immediately and in any event within 14 days give written notice of the same to the address shown in the 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
- ii. in respect of Personal Accident Cover, Fire Cover and any other claim under any other Cover as advised by the Company, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- iii. the Insured shall within 15 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 with all documentation required to support and substantiate the amount sought from the Company, and
- iv. 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
- v. the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.

4. Contribution

If, at the time of any Claim, there is, or but for the existence of this 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.

5. Subrogation

The Insured and any claimant under this 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 whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

6. Fraud

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

7. Cancellation

7.1 This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall refund to the Insured 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. 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

7.2 This Policy may be cancelled by the Insured at any time by giving at least 14 days written notice to the Company. The Company will refund premium on short term rates for the unexpired policy period as per the Rate detailed below. (except that no refund of premium will be due if any claim was made prior to the date upon which this insurance is cancelled.

SHORT PERIOD SCALES	
Period On Risk	Rate Of Premium To be Retained by The Company

Up to 1 month	25% of premium
Up to 3 months	50% of premium
Up to 6 months	75% of premium
Exceeding 6 months	100% of premium

8. Renewal Clause

Under normal circumstances, renewal will not be refused except on the grounds of Your moral hazard, misrepresentation and fraud. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation and fraud of the Insured.

Renewal Condition applicable for Personal Accident Cover and Hospital Cash Cover: In case of our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.

9. Revision/ Modification of the Policy

There is a possibility of revision/ modification of terms, conditions, coverages 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.

10. Arbitration & Dispute Resolution

- i. If any and all disputes or differences 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 dearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator! arbitrators of the amount of the loss or damage shall be first obtained.
- ii. The applicable law in and of the arbitration shall be Indian law.
- iii. The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- iv. It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- v. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

11. 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 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 Schedule.

12. Governing Law

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.

13. Entire Contract

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

14. Territorial Limits

This Policy covers insured events arising during the Policy Period within India (save in respect of Cover 1 A Personal Accident Cover)). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

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.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
GE Plaza, Airport Road, Yerawada, Pune 411 006
E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	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	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429	Orissa

	Email iobbsr@dataone.in	
CHANDIGARH	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	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	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	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	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 Andaman & Nicobar Islands , Sikkim
LUCKNOW	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