

Issuing Office :

**CRITICAL ILLNESS INSURANCE - POLICY DOCUMENT****Preamble**

Whereas the Named Insured has made a proposal to Bajaj Allianz General Insurance Company Limited (hereinafter referred to as the "Company") which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, the Company agrees, subject to the following terms, exclusions, definitions, limitations, and conditions, to make payment as is provided herein.

**Section A : OPERATIVE PART**

If the Insured is diagnosed as suffering from a Critical Illness which first occurs or manifests itself during the Policy Period, and if the Insured survives for a minimum of 30 days from the date of diagnosis, the Company shall pay a Critical Illness Benefit, as specified under the policy schedule.

**Section B: DEFINITIONS**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

**1. Accident**

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. 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.

**a. Internal Congenital Anomaly**

Congenital anomaly which is not in the visible and accessible parts of the body

**b. External Congenital Anomaly**

Congenital anomaly which is in the visible and accessible parts of the body

**4. Consultant/ Physician / 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 licence.'

**5. Critical Illness**

Means an illness, sickness or a disease or a corrective measure as specified in Section C of this Policy.

**6. Critical Illness Benefit**

Means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any Critical Illness.

**7. 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.

**8. 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.

**9. 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

## CRITICAL ILLNESS INSURANCE

diseases ( if covered). Coverage is not available for the period for which no premium is received.

### 10. 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.

### 11. 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.

### 12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

### 16. Medical Advice

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

### 17. 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.

### 18. Medically Necessary

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

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

### 19. Named Insured/ Insured:

Insured means the persons and or his Family members, named in the Schedule.

**CRITICAL ILLNESS INSURANCE****20. Nominee**

Nominee means a person designated by You to receive the proceeds of this Policy upon Your death.

**21. 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.

**22. Pre-Existing Diseases**

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.

**23. Policy**

Means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

**24. Policy Period**

Means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness.

**25. 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.

**26. Proposal**

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

**27. 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.

**28. 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

**29. 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.

**30. 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

**31. Schedule**

Means the schedule and any annexure to it.

**32. Unproven/Experimental treatment**

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

**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, Us, Our, Ours**

Means the Bajaj Allianz General Insurance Company Limited.

## CRITICAL ILLNESS INSURANCE

### Section C : CRITICAL ILLNESS

#### 1. First Heart Attack (Myocardial Infarction)

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
  - i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
  - ii. new characteristic electrocardiogram changes
  - iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
  - ii. Other acute Coronary Syndromes
  - iii. Any type of angina pectoris.

#### 2. Open Chest CABG (Coronary Artery Disease Requiring Surgery)

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures
- ii. Any key-hole or laser surgery.

#### 3. Stroke Resulting in Permanent Symptoms

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
  - i. Transient ischemic attacks (TIA)
  - ii. Traumatic injury of the brain
  - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### 4. Cancer of Specified Severity

- I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded -
  - i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
  - ii. Any skin cancer other than invasive malignant melanoma
  - iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0...
  - iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
  - v. Chronic lymphocytic leukaemia less than Rai stage 3
  - vi. Microcarcinoma of the bladder
  - vii. All tumours in the presence of HIV infection.

#### 5. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

#### 6. Major Organ Transplantation

- I. The actual undergoing of a transplant of:
  - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
  - i. Other stem-cell transplants

## CRITICAL ILLNESS INSURANCE

- ii. Where only islets of langerhans are transplanted

### 7. Multiple Sclerosis with Persisting Symptoms

- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
  - i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
  - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
  - iii. well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart. Other causes of neurological damage such as SLE and HIV are excluded.

### 8. Surgery of Aorta

The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft.

### 9. Primary Pulmonary Arterial Hypertension

The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.

### 10. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

## Section D: EXCLUSIONS

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. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.
2. Any Critical Illness diagnosed within the first 90 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured for whom coverage has been renewed by the Named Insured, without a break, for subsequent years.
3. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB 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.
4. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies.
5. Occupational diseases.
6. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
7. Naval or military operations of the armed forces or airforce and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
8. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
9. Radioactive contamination.
10. 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.
11. Intentional self-injury and/or the use or misuse of intoxicating drugs and/or alcohol.

**CRITICAL ILLNESS INSURANCE****Section E: GENERAL CONDITIONS****1. Due Observance**

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

**2. Insured**

No person other than a person named as an Insured shall be covered under this Policy unless and until his name has been notified in writing to the Company. Cover under this Policy shall be withdrawn from any person named as an Insured immediately upon the Named Insured delivering written notice of the same to the Company. The Named Insured agrees to and shall hold the Company harmless against any and all claims, costs and expenses that may result because of the incorrect or unintentional cancellation of this insurance in relation to any Insured.

**3. Claim Procedure:**

- a. You or someone claiming on Your behalf must inform Us in writing immediately within 48 hours of diagnosis of any of the listed Critical Illnesses.
- b. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. You must have Yourself examined by Our medical advisors if We ask for this, and as often as We consider this to be necessary at Our cost.
- d. You or someone claiming on Your behalf must promptly and in any event within 30 days of diagnosis of any of the listed Critical Illnesses /discharge from the Hospital (if admitted) give Us the documentation as per the claims documents list specified below.

\*Note:

Waiver of conditions (a) and (d) 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.

**Claim documents to be submitted for claim:**

- Critical Illness Insurance Claim Form duly signed by the insured along with NEFT Form signed by the Claimant
- Copy of Discharge Summary / Discharge Certificate.
- Copy of Final Hospital Bill
- Policy copy
- First consultation letter for Illness
- Medical certificate for the duration of illness
- All required Investigation Reports as per the Illness
- Medical certification from specialist

**4. Payment of Claims**

- a. You agree that We need only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information. We will make payment to You or Your Nominee. 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.
- b. 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 you. Upon acceptance of an offer of settlement by you, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by you. In the cases of delay in the payment, we 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.
- c. If we, for any reasons decide to reject the claim under the policy, the reasons regarding the rejection shall be communicated to you in writing within 30 days of the receipt of complete set of documents. You may take recourse to the Grievance Redressal procedure stated under condition no. 16.
- d. Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist with reference to that Insured.

**5. Fraud**

If the Insured and/ or Named Insured 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.

## CRITICAL ILLNESS INSURANCE

### 6. Free Look Period

You have 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 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, 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 will not be applicable for renewal Policies.

### 7. Renewal & Cancellation

- a. Under normal circumstances, lifetime renewal benefit is available under the policy except on the grounds of fraud, misrepresentation or moral hazard or Upon the occurrence of an event of Critical Illness
- b. Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist with reference to that Insured
- c. For renewals of age 61 years & above the maximum Sum Insured would be Rs5,00,000/- or expiring Sum Insured which ever is lower)
- d. 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 waiting period. Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.
- e. For renewals received after completion of 30 days grace period, a fresh application of health insurance should be submitted to Us, it would be processed as per a new business proposal.
- f. Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA
- g. 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.
- h. You may cancel this insurance by giving Us at least 15 days written notice, and if no claim has been made then the We shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Upto one month	75% of annual rate
Upto three months	50%of annual rate
Upto six months	25% of annual rate
Exceeding six months	Nil

### 8. Loadings:

- a. Loading would be applicable for the proposals with adverse health conditions, or positive findings in the medical test reports
- b. Minimum 10% to maximum 150% loading on the standard premium rates would be applicable based on the adverse health conditions declared on the proposal form and the health status of the proposed insured person.
- c. The loading is applied from Commencement Date of the Policy including subsequent renewal with Us
- d. We will inform You about the applicable risk loading through a counter offer letter.
- e. You need to revert to Us with consent and premium within 15 days of the issuance of such counter offer letter.

### 9. Sum Insured Enhancement:

The Insured member can apply for enhancement of Sum Insured at the time of renewal, by submitting a fresh proposal form to the company.

### 10. Assignment and Transfer of Insurance Policies (Subject to always that any assignment shall always be subject to provisions of Section 38 of Insurance Act 1938, as amended from time to time)

1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
2. Bajaj Allianz General Insurance Company Limited may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-clause (1) hereinabove, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
3. Bajaj Allianz General Insurance Company Limited shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.
4. Any person aggrieved by the decision of Bajaj Allianz General Insurance Company Limited to decline to act upon such transfer or

## CRITICAL ILLNESS INSURANCE

assignment may within a period of thirty days from the date of receipt of the communication from Bajaj Allianz General Insurance Company Limited containing reasons for such refusal, prefer a claim to the Authority.

5. Subject to the provisions in sub-clause (2) hereinabove, the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of Bajaj Allianz General Insurance Company Limited, shall not be operative as against Bajaj Allianz General Insurance Company Limited, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to and received by Bajaj Allianz General Insurance Company Limited with written acknowledgement by Bajaj Allianz General Insurance Company Limited: Provided that where Bajaj Allianz General Insurance Company Limited maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.
6. The date on which the notice referred to in sub-clause (5) hereinabove is delivered to Bajaj Allianz General Insurance Company Limited shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-clause (5) hereinabove are delivered: Provided that if any dispute as to priority of payment arises as between assignees the dispute shall be referred to the Authority.
7. Upon the receipt of the notice referred to in sub-clause (5) hereinabove, Bajaj Allianz General Insurance Company Limited shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against Bajaj Allianz General Insurance Company Limited that he has duly received the notice to which such acknowledgement relates.
8. Subject to the terms and conditions of the transfer or assignment, the insure shall, from the date of the receipt of the notice referred to in sub-clause (5) hereinabove, recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.  
Explanation.—Except where the endorsement referred to in sub-clause (1) hereinabove expressly indicates that the assignment or transfer is conditional in terms of sub-clause (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.
9. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this clause.
10. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—
  - a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
  - b. If the insured surviving the term of the policy, the Conditional Assignment shall be valid:  
Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.
11. In the case of the partial assignment or transfer of a policy of insurance under sub-clause (1) hereinabove, the liability of Bajaj Allianz General Insurance Company Limited shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

### 11. 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

### 12. 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.



**CRITICAL ILLNESS INSURANCE****13. Portability Conditions**

**Retail Policies:** As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail Critical Illness 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 Critical Illness Insurance policy of Bajaj Allianz and are availing an Critical Illness Insurance policy of Bajaj Allianz. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Critical Illness Insurance 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.

**14. Territorial Limits & Governing Law**

The Company's liability to make any payment shall be within India and in Indian Rupees only.

**15. Entire Contract**

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.

**16. Arbitration and Reconciliation**

- a. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties 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 the arbitrators comprising of two arbitrators, one 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. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- b. 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.
- c. 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
- d. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

**17. 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:

Bajaj Allianz General Insurance Co. Ltd  
GE Plaza, Airport Road  
Yerawada, Pune 411006  
E-mail -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

### CRITICAL ILLNESS INSURANCE

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	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

## CRITICAL ILLNESS INSURANCE

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