

## CRITICAL ILLNESS

### Policy Wordings

#### SECTION A) 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 B) DEFINITIONS- STANDARD DEFINITIONS

**1. Accident, Accidental**

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

**2. Condition Precedent**

Condition Precedent means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.

**3. Congenital Anomaly**

Congenital Anomaly means 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 license.

**5. Disclosure to information norm**

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

**6. Emergency Care**

Emergency care means management of an 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's health.

**7. 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.

**8. 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

- i. has qualified nursing staff under its employment round the clock;
- ii. 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;
- iii. has qualified medical practitioner(s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v. maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.

**9. Hospitalization**

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

**10. Illness**

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function 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
  - i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
  - ii. it needs ongoing or long-term control for relief of symptoms
  - iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  - iv. it continues indefinitely
  - v. it recurs or is likely to recur.

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### 11. 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.

### 12. Inpatient Care

Inpatient care means treatment for which the Insured has to stay in a hospital for more than 24 hours for a covered event.

### 13. 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.

### 14. ICU Charges

ICU (Intensive Care Unit) Charges means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivists charges.

### 15. Medical Advice

Medical advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow up prescription.

### 16. Medical expenses

Medical Expenses means those expenses that an Insured 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 had not been Insured and no more than other hospitals or Medical practitioners in the same locality would have charged for the same medical treatment.

### 17. Medically Necessary Treatment

Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

### 18. Migration

Migration means, the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.

### 19. Network Provider

Network Provider means hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility.

### 20. Non- Network Provider

Non-Network provider means any hospital, day care centre or other provider that is not part of the network.

### 21. Notification of Claim

Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

### 22. Portability

Portability means the right accorded to an individual health insurance policyholder (including all members under family cover) to transfer the credit gained for pre-existing conditions and time-bound exclusions from one insurer to another.

### 23. Pre-Existing Disease

Pre-existing disease means any condition, ailment or injury or disease

- a. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement **Or**
- b. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

### 24. Qualified Nurse

Qualified nurse means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

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### 25. 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.

### 26. Renewal

Renewal means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

### 27. Surgery or Surgical Procedure

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 from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

### 28. Unproven/Experimental treatment

Unproven/Experimental treatment means treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

## SECTION B) DEFINITIONS- SPECIFIC DEFINITIONS

### 1. Critical Illness

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

### 2. 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.

### 3. 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.

### 4. Nominee

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

### 5. Policy

Policy means the proposal, the Schedule (and any endorsements attaching to or forming part thereof) and the policy document.

### 6. Policy Period

Policy Period means the period between the commencement date and the expiry date specified in the Schedule and includes both the commencement date as well as the expiry date.

### 7. Proposal

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

### 8. Schedule means

 the schedule and any annexure to it.

### 9. You, Your, Yourself/ Your Family

 named in the schedule means the person or persons that We insure as set out in the Schedule

### 10. We, Us, Our, Ours

 means the Bajaj Allianz General Insurance Company Limited.

## SECTION C) COVERAGE

### Scope of Cover

The Company hereby agrees to pay reasonable and customary expenses in respect of an admissible claim, any or all of the following covers subject to the Sum Insured, limits, terms, conditions and definitions, exclusions contained or otherwise expressed in this Policy.

### 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.

**CRITICAL ILLNESS****1. Myocardial Infarction (First Heart Attack of specific severity)**

I. The first occurrence of heart attack or 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 should 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. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.
- ii. Other acute Coronary Syndromes
- iii. Any type of angina pectoris.

**2. Open Chest CABG**

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

II. The following are excluded

- i. Angioplasty and/or any other intra-arterial procedures

**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 characterized 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. All tumors which are histologically described as benign, carcinoma premalignant, borderline malignant, or non-invasive, including but not limited to Carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

**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
- ii. Where only islets of langerhans are transplanted

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### 7. Multiple Sclerosis with Persisting Symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following
  - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - 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.
- II. Neurological damage due to SLE is 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 (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows
  - i. Class III Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

### 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 UNDER THE POLICY – WAITING PERIOD

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.

## SECTION D) EXCLUSIONS UNDER THE POLICY - SPECIFIC EXCLUSIONS

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 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.
3. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies.
4. Occupational diseases.
5. 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.
6. 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.
7. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
8. Radioactive contamination.
9. 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.
10. Intentional self-injury and/or the use or misuse of intoxicating drugs and/or alcohol.

## SECTION E) CONDITIONS- STANDARD GENERAL TERMS AND CLAUSES

### 1. Disclosure of information

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

### 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the Insured Person for the Company to make any payment for claim(s) arising under the policy.

### 3. Moratorium Period

After completion of eight continuous years under this policy no look back would be applied. This period of eight years is called as moratorium period.

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The moratorium would be applicable for the sums insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract

#### **4. Premium Payment in Instalments (Wherever applicable)**

If the insured person has opted for Payment of Premium on an instalment basis i.e. Annual (for long term policies only), Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule/Certificate of Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- i. Grace Period of 15 days would be given to pay the instalment premium due for the policy.
- ii. During such grace period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- iii. The insured person will get the accrued continuity benefit in respect of the "Waiting Periods", "Specific Waiting Periods" in the event of payment of premium within the stipulated grace Period.
- iv. No interest will be charged If the instalment premium is not paid on due date.
- v. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- vi. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- vii. The company has the right to recover and deduct all the pending installments from the claim amount due under the policy.

#### **5. Possibility of Revision of Terms of the Policy Including the Premium Rates**

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

#### **6. Withdrawal of Policy**

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.
- ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

#### **7. Fraud**

- i. If any claim made by the Insured beneficiary, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured beneficiary or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.
- ii. Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.
- iii. For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured beneficiary or by his agent or the hospital/ doctor/any other party acting on behalf of the Insured beneficiary, with intent to deceive the insurer or to induce the insurer to issue an insurance policy
  - a) the suggestion, as a fact of that which is not true and which the Insured beneficiary does not believe to be true;
  - b) the active concealment of a fact by the Insured beneficiary having knowledge or belief of the fact;
  - c) any other act fitted to deceive; and
  - d) any such actor omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the Insured beneficiary / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer

#### **8. Free Look Period**

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of fifteen days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or
- ii. where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or
- iii. where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period

#### **9. Cancellation**

- i. The policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.
- ii. Cancellation grid for premium received on annual basis or full premium received at policy inception are as under



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Period in Risk	Premium Refund		
	Policy Period 1 Year	Policy Period 2 Year	Policy Period 3 Year
Within 15 Days	As per Free Look Period Condition		
Exceeding 15 days but less than 1 month	75.00%	75.00%	80.00%
Exceeding 1month but less than 3 months	50.00%	75.00%	80.00%
Exceeding 3 months but less than 6 months	25.00%	65.00%	75.00%
Exceeding 6 months but less than 12 months	0.00%	45.00%	60.00%
Exceeding 12 months but less than 15 months	0.00%	30.00%	50.00%
Exceeding 15 months but less than 18 months	0.00%	20.00%	45.00%
Exceeding 18 months but less than 24 months	0.00%	0.00%	30.00%
Exceeding 24 months but less than 27 months	0.00%	0.00%	20.00%
Exceeding 27 months but less than 30 months	0.00%	0.00%	15.00%
Exceeding 30 months but less than 36 months	0.00%	0.00%	0.00%

**Cancellation grid for premium received on instalment basis and refund is as under**

The premium will be refunded as per the below table  
 Period in Risk (from latest instalment date)

Period in Risk (from latest instalment date)	Premium Refund	Premium Refund	Premium Refund
	% of Monthly Premium	% of quarterly Premium	% of Half Yearly Premium
Within 15 days from 1 <sup>st</sup> Installment date	As per Free Look Period Condition		
Exceeding 15 days but less than or equal to 3 months	No Refund		30%
Exceeding 3 months but less than or equal to 6 months			0%

Note

- The first slab of Number of days “within 15 days” in above table is applicable only in case of new business. In case of renewal policies, period is risk “Exceeding 15 days but less than 3 months” should be read as “within 3 months”.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

- iii. The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days’ written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

**10. Portability**

The Insured beneficiary will have the option to port the policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed

Insured beneficiary will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on portability, kindly refer the link [https://www.irdai.gov.in/ADMINCMS/cms/Circulars\\_List.aspx?mid=3.2.3](https://www.irdai.gov.in/ADMINCMS/cms/Circulars_List.aspx?mid=3.2.3)

**11. Migration**

The Insured beneficiary will have the option to migrate the policy to other health insurance products/plans offered by the company by applying for migration of the policy atleast 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the company, the Insured beneficiary will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on migration, kindly refer the link [https://www.irdai.gov.in/ADMINCMS/cms/Circulars\\_List.aspx?mid=3.2.3](https://www.irdai.gov.in/ADMINCMS/cms/Circulars_List.aspx?mid=3.2.3)

**12. Grievance Redressal Procedure**

The company has always been known as a forward-looking customer centric organization. It takes immense pride in its approach of “Caringly Yours”. To provide you with top-notch service on all fronts, the company has provided with multiple platforms via which you can always reach out to us at below mentioned touch points

- Our toll-free number 1-800-209- 5858 or 020-30305858, say Say “Hi” on WhatsApp on +91 7507245858
  - Branches for resolution of your grievances / complaints, the Branch details can be found on our website [www.bajajallianz.com/branch-locator.html](http://www.bajajallianz.com/branch-locator.html)
  - Register your grievances / complaints on our website [www.bajajallianz.com/about-us/customer-service.html](http://www.bajajallianz.com/about-us/customer-service.html)
  - E-mail
- a) Level 1: Write to [bagichelp@bajajallianz.co.in](mailto:bagichelp@bajajallianz.co.in) and for senior citizens to [seniorcitizen@bajajallianz.co.in](mailto:seniorcitizen@bajajallianz.co.in)

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- b) Level 2: In case you are not satisfied with the response given to you at Level 1 you may write to our Grievance Redressal Officer at [ggro@bajajallianz.co.in](mailto:ggro@bajajallianz.co.in)
- c) Level 3: If in case, your grievance is still not resolved, and you wish to talk to our care specialist, please give a missed call on +91 80809 45060 OR SMS To 575758 and our care specialist will call you back
5. If you are still not satisfied with the decision of the Insurance Company, you may approach the Insurance Ombudsman, established by the Central Government for redressal of grievance. Detailed process along with list of Ombudsman offices are available at [www.cioins.co.in/ombudsman.html](http://www.cioins.co.in/ombudsman.html)

The contact details of the ombudsman offices are mentioned in **Annexure I**.

### SECTION E) CONDITIONS- SPECIFIC TERMS AND CLAUSES

#### 13. Discounts

Long Term Policy Discount

- i. 4 % discount is applicable if policy is opted for 2 years
- ii. 8 % discount is applicable if policy is opted for 3 years

\*Note

This will not apply to policies where premium is paid in installments.

#### 14. Payment of Claims

- i. 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
- ii. and any payment We make in this way will be a complete and final discharge of Our liability to make payment.
- iii. 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.
- iv. However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
- v. 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.
- vi. 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.
- vii. 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.

#### 15. Arbitration and Reconciliation

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

#### 16. Renewal

- i. 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
- ii. 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
- iii. For renewals of age 61 years & above the maximum Sum Insured would be Rs5,00,000/- or expiring Sum Insured which ever is lower)
- iv. 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.
- v. 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.
- vi. Premium payable or any changes in terms & conditions on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA

#### 17. 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.



**CRITICAL ILLNESS****18. 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.

**19. 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.

**20. Loadings**

- i. Loading would be applicable for the proposals with adverse health conditions, or positive findings in the medical test reports
- ii. 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.
- iii. The loading is applied from Commencement Date of the Policy including subsequent renewal with Us
- iv. We will inform You about the applicable risk loading through a counter offer letter.
- v. You need to revert to Us with consent and premium within 15 days of the issuance of such counter offer letter.

**21. 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)**

- i. 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.
- ii. 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.
- iii. 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.
- iv. Any person aggrieved by the decision of Bajaj Allianz General Insurance Company Limited to decline to act upon such transfer or 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.
- v. 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
- vi. 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.
- vii. 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
- viii. Provided that if any dispute as to priority of payment arises as between assignees the dispute shall be referred to the Authority.
- ix. 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.
- x. 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 subclause (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.
- xi. 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.
- xii. 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:
  - i. 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
  - ii. If the insured surviving the term of the policy, the Conditional Assignment shall be valid
  - iii. Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

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xiii. 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.

**22. Territorial Limits & Governing Law**

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

**SECTION E) CONDITIONS- OTHER TERMS AND CLAUSES**

**23. Claim Procedure**

- i. 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.
- ii. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- iii. 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.
- iv. 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
- Original Discharge Summary / Discharge Certificate.
- Original Final Hospital Bill
- Policy copy
- First consultation letter for Illness
- Medical certificate for the duration of illness
- All required Original Investigation Reports as per the Illness
- Medical certification from specialist
- Aadhar card & PAN card Copies (Not mandatory if the same is linked with the policy while issuance or in previous claim)

**Annexure I**

**Contact details of the Ombudsman offices**

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>AHMEDABAD -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Prakash Building, 6th floor,                      Tilak Marg, Relief Road,                      AHMEDABAD – 380 001.                      Tel.: 079 - 25501201/02/05/06                      Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu</p>
<p><b>BENGALURU -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Soudha Building, PID No. 57-27-N-19                      Ground Floor, 19/19, 24th Main Road,                      JP Nagar, 1st Phase, Bengaluru – 560 078.                      Tel.: 080 - 26652048 / 26652049                      Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Janak Vihar Complex, 2nd Floor,                      6, Malviya Nagar, Opp. Airtel Office,</p>	<p>Madhya Pradesh                      Chattisgarh.</p>

**CRITICAL ILLNESS**

Office Details	Jurisdiction of Office Union Territory, District)
Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	
<b>BHUBANESHWAR –</b> Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
<b>CHANDIGARH -</b> Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>CHENNAI -</b> Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
<b>DELHI –</b> Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>GUWAHATI -</b> Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD -</b> Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

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Office Details	Jurisdiction of Office Union Territory, District)
<p><b>JAIPUR -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Jeevan Nidhi – II Bldg., Gr. Floor,                      Bhawani Singh Marg,                      Jaipur - 302 005.                      Tel.: 0141 - 2740363                      Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      2nd Floor, Pulinat Bldg.,                      Opp. Cochin Shipyard, M. G. Road,                      Ernakulam - 682 015.                      Tel.: 0484 - 2358759 / 2359338                      Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Hindustan Bldg. Annexe, 4th Floor,                      4, C.R. Avenue,                      KOLKATA - 700 072.                      Tel.: 033 - 22124339 / 22124340                      Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      6th Floor, Jeevan Bhawan, Phase-II,                      Nawal Kishore Road, Hazratganj,                      Lucknow - 226 001.                      Tel.: 0522 - 2231330 / 2231331                      Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..</p>
<p><b>MUMBAI -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      3rd Floor, Jeevan Seva Annexe,                      S. V. Road, Santacruz (W),                      Mumbai - 400 054.                      Tel.: 69038821/23/24/25/26/27/28/28/29/30/31                      Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
<p><b>NOIDA -</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      Bhagwan Sahai Palace                      4th Floor, Main Road, Naya Bans, Sector 15,                      Distt: Gautam Buddh Nagar, U.P-201301.                      Tel.: 0120-2514252 / 2514253                      Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA –</b>                      Insurance Ombudsman                      Office of the Insurance Ombudsman,                      2nd Floor, Lalit Bhawan,                      Bailey Road,                      Patna 800 001.</p>	<p>Bihar,                      Jharkhand.</p>

**CRITICAL ILLNESS**

<b>Office Details</b>	<b>Jurisdiction of Office Union Territory, District)</b>
Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	
<b>PUNE -</b> Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).