

**Bajaj Allianz General Insurance Company Limited**

CIN: U66010PN2000PLC015329

UIN: IRDA/NL-HLT/BAGI/P-P/V.I/421/13-14

Issuing Office:

**PERSONAL CARE INSURANCE POLICY : POLICY DOCUMENT**

**Preamble**

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

**A. Cover**

**SECTION I: PERSONAL ACCIDENT CARE**

**Our** liability to make payment to **You** for one or more of the events described at 1) to 4) below is limited to the **Sum Insured**, except as **We** have agreed at 2).

**You** agree that **We** shall deduct from any amount **We** have to pay under 1) to 4) any amount that **We** have already paid under any of 1) to 4), so that **Our** total payments do not exceed the **Sum Insured**. However, if **We** become liable to make payment under 1) or 2), then this insurance will cease.

**1) Death**

**We** will pay **Your Nominee** 100% of the **Sum Insured** shown under the **Schedule** if during the **Policy Period** **You** meet with **Accidental Bodily Injury** that causes **Your** death within 12 months.

**2) Permanent Total Disability**

**We** will pay **You** 125% of the **Sum Insured** shown under the **Schedule** if **You** meet with **Accidental Bodily Injury** during the **Policy Period** that causes **You Permanent Total Disability** within 12 months.

**3) Permanent Partial Disability**

If **You** meet with **Accidental Bodily Injury** during the **Policy Period** that causes **You Permanent Partial Disability** within 12 months, **We** will pay the percentage shown in the table below applied to the **Sum Insured** shown under the **Schedule**.

Nature of Disability	Amount Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

- i. If **Your Permanent Partial Disability** is not listed in the table, then **We** will pay a proportion of the **Sum Insured** shown under the **Schedule**. **You** agree that the amount payable by **Us** will be decided on the basis of the disability certificate issued by the concerned Government Medical Authority which would specify the degree to which **Your** normal functional physical capacity has been impaired permanently.
- ii. If **You** were already suffering from **Permanent Partial Disability** before the date **You** met with **Accidental Bodily Injury**, then the amount **We** pay will be reduced by that extent. **You** agree that the reduction will be decided by the concerned Government Medical Authority according to the degree of **Permanent Partial Disability** from which **You** were already suffering.

#### 4) Temporary Total Disability

If **You** suffer **Accidental Bodily Injury** during the **Policy Period** which completely prevents **You** from engaging in **Your Occupation**, then **We** will make a weekly payment of Rs. 5,000/- to **You**.

**We** will make the payment when **You** satisfy **Us** that the **Accidental Bodily Injury** has completely prevented **You** from engaging in **Your Occupation**. **We** will stop making payments when **We** are satisfied that **You** can engage in **Your Occupation** again, or when **We** have made payments for a maximum period of 100 weeks from the date **You** met with the **Accidental Bodily Injury**, whichever is earlier.

#### 5) Additional Insurance

##### i. Transportation

If **We** have accepted a claim under 1) for **Your** death, then **We** will pay towards the actual cost of transporting **Your** remains from the place of death to a hospital / residence/ cremation ground or burial ground, subject to a maximum of Rs. 5,000/-.

##### ii. Children's Education Benefit

If **We** have accepted a claim under either 1) or 2), then **We** will make a one-time payment of Rs. 5,000/- each towards the cost of education of up to 2 of **Your** dependent children who were studying at the date **You** met with **Accidental Bodily Injury**.

### SECTION II: PAYMENT PROTECTION CARE

If **You** meet with an **Accidental Bodily Injury** during the **Policy Period** that results in **Your** death and/or **Permanent Total Disability** within 12 months, then **We** will pay **You** an amount commensurating with **Your** balance outstanding **Car Loan** amount existing as on date **You** met with the **Accidental Bodily Injury**, subject to a maximum of the **Sum Insured** shown under the **Schedule** for this Section.

The outstanding **Car Loan** amount would not include any arrears due to any reasons whatsoever. The claim will be settled only in the event of the **Accidental** death and/or **Permanent Total Disability** of the first named borrower (i.e. **You**) and not in respect of others, which may happen in case the **Car Loan** is taken jointly.

### SECTION III: EMI CARE

If **You** meet with an **Accidental Bodily Injury** during the **Policy Period** due to which **You** are **Hospitalized** for a minimum duration of 7 consecutive days and which completely prevents **You** from engaging in **Your Occupation** for a minimum duration of 30 consecutive days, then **We** will make a monthly payment to **You** of the lower of 1/3<sup>rd</sup> of the **Sum Insured** shown under the **Schedule** for this Section and **Your EMI**. **We** will make the payment when **You** satisfy **Us** that the **Accidental Bodily Injury** has completely prevented **You** from engaging in **Your Occupation**. **We** will stop making payments when **We** are satisfied that **You** can engage in **Your Occupation** again, or when **We** have made payments for a maximum period of 3 months beginning from the date **You** met with the **Accidental Bodily Injury**, whichever is earlier.

The **EMI** amount payable under this Section would not include any arrears due to any reasons whatsoever. The claim will be settled only in respect of the **Accidental Bodily Injury** of the first named borrower (i.e. **You**) and not in respect of others, which may happen in case the **Car Loan** is taken jointly.

## SECTION IV: MEDICAL EXPENSES CARE

If **You** are hospitalised on the advice of a **Doctor** because of **Accidental Bodily Injury** sustained during the **Policy Period**, then **We** will reimburse **You Reasonable and Customary** medical expenses incurred up to a maximum **Sum Insured** shown in the **Schedule** for this Section aggregate in any one **Policy Period**. The medical expenses reimbursable would include:

- a) The reasonable charges that **You** necessarily incur on the advice of a **Doctor/ Medical Practitioner** as an **In-patient** in a **Hospital** for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables; and/or
- b) The reasonable charges that **You** necessarily incur on the advice of a **Doctor/ Medical Practitioner** w.r.t. **Day Care Treatment** for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables; and/or
- c) Ambulance charges for carrying **You** from the site of accident to the nearest hospital subject to a limit of Rs. 1000 per claim.

## B. Definitions Applicable To All Sections

The words and phrases listed have the special meanings **We** have set out below whenever they appear in this **Policy** in bold type and Initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

1. **Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Car Loan** means the loan disbursed by the **Financier** to **You** in respect of the particular car as specified in the **Schedule**
3. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
4. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rate able proportion of Sum Insured.  
This clause shall not apply to any Benefit offered on fixed benefit basis.
5. **Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
6. **Day Care Treatment** refers to medical treatment, and/or surgical procedure which is:
  - i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
  - ii. which would have otherwise required a hospitalization of more than 24 hours.  
Treatment normally taken on an out-patient basis is not included in the scope of this definition.
7. **EMI** means Equated monthly installment of **Your Car Loan** as specified in the **Schedule**
8. **Financier** means a financial institution and/or a company that has advanced the **Car Loan** to **You** in respect of the particular car as specified in the **Schedule**.
9. **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.
10. **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** 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** 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** 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. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription
16. **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.
17. **Medical Practitioner/ Doctor** 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.
18. **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** means the person, named in the Schedule provided that an Insured has attained the age of 18 years and is not older than 65 years of age at the commencement of the Policy Period.
20. **Nominee** is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
21. **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. **Occupation** means **Your** occupation as shown in the **Schedule**
23. **OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
24. **Permanent Total Disability**  
Medical practitioner certified total, continuous and permanent:
  - loss of the sight of both eyes
  - physical separation of or the loss of ability to use both hands or both feet
  - physical separation of or the loss of ability to use one hand and one foot
  - loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
25. **Permanent Partial Disability** means medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified.
26. **Policy** means the proposal, the **Schedule**, the policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**
27. **Policy Period** means the period commencing from policy start date and hour as specified in the Schedule and terminating at midnight on the policy end date as specified in of the Schedule to this Policy.
28. **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.
29. **Pre-Existing Disease** means 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.

30. **Proposal** means the proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance
31. **Qualified nurse** means person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
32. **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.
33. **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.
34. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
35. **Schedule** means the Schedule and any Annexure or Endorsement to it which sets out **Your** personal details, the type of insurance cover in force and the **Sum Insured**
36. **Total Sum Assured** means the amount stated in the Schedule, which is the maximum amount we will pay for claims made by you irrespective of the number of claims you make or the number of years that you have had a Personal Accident Policy with us
37. **Unproven/Experimental treatment** is treatment including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
38. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule
39. **We, Our, Ours, Us** means the Bajaj Allianz General Insurance Company Limited.

### C. General Exclusions Applicable To All Sections

**We** will not pay for any event that arises because of, is caused by, or can in any way be linked to any of the following.

1. **Accidental Bodily Injury** that **You** meet with:
  - a. Through suicide, attempted suicide or self inflicted injury.
  - b. While under the influence of liquor or drugs.
  - c. Arising or resulting from **You** committing any breach of law with criminal intent.
  - d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
  - f. As a result of any curative treatments or interventions that **You** carry out or have carried out on **Your** body.
  - g. Arising out of **Your** participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
2. Consequential losses of any kind or **Your** actual or alleged legal liability.
3. Any injury/disablement/death directly or indirectly arising out of or contributed to any **Pre-Existing Condition**. However, this exclusion shall cease to apply for Section IV (i.e. Medical Expenses Care) of this **Policy** if **You** have maintained a Personal Care Insurance Policy with **Us** for a continuous period of full 4 years without break from the date of **Your** first Personal Care Insurance Policy with **Us**. In case of enhancement of **Sum Insured** for Section IV (i.e. Medical Expenses Care) of this **Policy**, this exclusion shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased if the **Policy** is a renewal of the Personal Care Insurance Policy without break in cover.
4. Venereal or sexually transmitted diseases.
5. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
6. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
7. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
8. Nuclear energy, radiation.

### D. General Conditions Applicable To All Sections

#### 1) Conditions Precedent

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

## 2) Making a Claim

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

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

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

### List of Claim documents:

#### a) Death

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

#### b) Permanent Partial /Total Disablement

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

#### c) Temporary Total Disablement:

- Duly Completed Personal Accident Claim Form signed by insured.
- Medical fitness certificate from treating doctor mentioning the type of disability and period of rest with date of fitness.
- Leave certificate from the employer for disablement period
- Attested copy of FIR.(If required)



- All X-Ray reports and films

**d) For Payment Protection Care & EMI Care Claim**

- Claim Form duly filled and signed by the insured.
- Copy of Discharge Summary / Discharge Certificate.
- Copy of Final Hospital Bill
- Certificate from the Bank stating pertinent details of Insured's Loan including but not limited to the Principal Outstanding, EMI

**e) Claim documents to be submitted for Medical Expenses Care Claim**

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

**3) Paying a Claim**

- a. **You** agree that **We** need only make payment when **You** or someone claiming on **Your** behalf has provided **Us** with the necessary documentation and information.
- b. **We** will make payment to **You** or **Your Nominee**. If there is no **Nominee** and **You** are incapacitated or deceased, **We** will pay **Your** heir, executor or validly appointed legal representative and any payment **We** make in this way will be a complete and final discharge of **Our** liability to make payment.
- c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- d. If **We**, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to **You** in writing within 30 days of the receipt of documents. **You** may take recourse to the Grievance Redressal procedure stated in this document.

**4) Your change of Occupation**

- a. If **You** change **Occupation** and there is a change in the nature of job, then **You** must tell us in writing within 30 days of the change. If **You** do not do this, then this insurance will cease as far as **You** are concerned from the date that **You** changed **Your Occupation**.
- b. If **You** meet with Accidental Bodily Injury before **You** have told **Us** of a change in occupation and **Your** new occupation would have attracted a higher premium, then the payment **We** make will be limited to the amount of insurance that the premium **You** have actually paid would have brought for **Your** new occupation.

**5) Other Insurance/ Contribution Clause (Applicable for Medical Expenses Care Section)**

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

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

**6) Free Look Period (Applicable only in case of New Policy)**

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

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

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

**7) Renewal and Cancellation**

- a. Under normal circumstances, renewal will not be refused except on the grounds of **Your** moral hazard, misrepresentation or fraud.
- b. In case of **Our** own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. Any accident/ injury contracted during the break period will be not be admissible under the policy.
- c. **We** may cancel this **Policy** at any time by giving at least 15 days written notice to **You**, and if no claim has been made then **We** shall refund a pro-rata premium for the unexpired **Policy Period**. Under normal circumstances, the **Policy** will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or **Your** non-cooperation.
- d. **You** can cancel this **Policy** by giving **Us** 15 days notice, and if **You** exercise this right then premium will be refunded after retaining premium according to **Our** short rate scales as mentioned below.

Policy Period Not Exceeding	% of Annual Rate
1 month	25
3 month	50
6 month	75
12 month	100

However, if any claim has been made then no refund will be given when **You** cancel.

**8) Portability Condition**

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

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

**9) Revision/ Modification of the Policy**

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

**10) 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.

### 11) Communications

Any communication meant for **Us** must be in writing and be delivered to **Our** address shown in the **Schedule**.

Any communication meant for **You** will be sent by **Us** to **Your** address shown in the **Schedule**.

### 12) Policy Changes

No change can be made to this **Policy** unless **We** have approved it, and confirmed **Our** approval by endorsing the **Schedule**. No one is authorised to make or confirm any change on **Our** behalf.

### 13) Change of Plan

- Change of Plan can be done at the time of renewal.
- For change of Plan, fresh proposal form along with the renewal notice should be submitted.

### 14) Territorial Limits

In case of Section I (Personal Accident Care) and Section II (Payment Protection Care), **We** cover **Accidental Bodily Injury** sustained during the **Policy Period** anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but **We** will only make payment within India and in Indian Rupees.

In case of Section III (EMI Care) and Section IV (Medical Expenses Care), this **Policy** covers insured events arising during the **Policy Period** within India. **Our** liability to make any payment shall be to make payment within India and in Indian Rupees only.

### 15) Fraud

If **You** make or progress any claim knowing it to be false or fraudulent in any way, then this **Policy** will be void and all claims or payments due under it shall be lost.

### 16) Arbitration

- a) If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted), such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of 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 **We** have 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained
- d) It is also hereby further expressly agreed and declared that if **We** shall disclaim liability to **You** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
- e) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts

### 17) Subrogation

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

However, this condition will not be applicable to Section I (Personal Accident Care) of this **Policy**.

### 18) Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

### 19) Entire Contract

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

### 20) 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.

#### Resolving Issues

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

#### First Step

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

#### Second Step

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

#### Customer Care Cell

**Bajaj Allianz General Insurance Co. Ltd**

**GE Plaza, Airport Road**

**Yerawada, Pune 411006**

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

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	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 <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman,	Punjab , Haryana,

	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	Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email : chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman,Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman,Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman,Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg.,Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

Note: Address and contact number of Governing Body of Insurance Council

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)