

## LOAN CARE Policy Wordings

### SECTION A) 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.

### SECTION B) DEFINITIONS - STANDARD DEFINITIONS

**1. Accident, Accidental:**

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

**2. AYUSH Hospital:**

An AYUSH Hospital is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:

- a. Central or State Government AYUSH Hospital; or
- b. Teaching hospital attached to AYUSH College recognized by the Central Government/Central Council of Indian Medicine/Central Council for Homeopathy or
- c. AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
  - i. Having at least 5 in-patient beds;
  - ii. Having qualified AYUSH Medical Practitioner in charge round the clock;
  - iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out
  - iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

**3. AYUSH Day Care Centre:**

AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health Centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner (s) on day care basis without in-patient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner(s) in charge;
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

**4. Condition Precedent:**

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

**5. 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

**6. Day Care Treatment:**

Day care treatment means 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. 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.

**8. Grace Period:**

Grace period means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases. Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period.

**9. 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.

**10. Hospitalization:**

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

**11. 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.

**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. Injury/Bodily Injury**

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**14. Medical Advice:**

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

**15. 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.

**16. Medical Practitioner/Doctor/Physician:**

Medical Practitioner means 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 or Ayurvedic and or such other authorities 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 its scope and jurisdiction of license.

**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. 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.

**20. 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.

**21. Pre-Existing Disease:**

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

- a. That is/are diagnosed by a physician within 36 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 36 months prior to the effective date of the policy issued by the insurer or its reinstatement.

**22. 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.

**23. 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.

**24. 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.

**25. 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. **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.  
This clause shall not apply to any Benefit offered on fixed benefit basis.
2. **Daily Allowance** means the amount and period specified in the Schedule.
3. **Dependent Child** refers to a child (natural or legally adopted) up to the age of 19 years and studying at an accredited educational institution, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
4. **Limit of Indemnity** represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and means the amount stated in the Schedule against each Cover and subject to the limits specified in policy schedule.
5. **Named Insured/Insured** means the person, named in the Schedule provided that an Insured Person has attained the age of 18 years and is not older than 65 years of age at the commencement of the Policy Period.
6. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured.
7. **Occupation** means Insured's occupation as mentioned in the Proposal and Schedule.
8. **Permanent Total Disability** means a Certificate from Civil Surgeon of Government Hospital stating total, continuous and permanent:
  - a. loss of sight of both eyes;
  - b. physical separation of or loss of ability to use both hands or both feet;
  - c. physical separation of or loss of ability to use one hand and one foot;
  - d. loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
9. **Permanent Partial Disability** means Certificate from Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability.
10. **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.
11. **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.
12. **Proposal** means the proposal form and other information and documentation supplied to Us in considering whether and on what terms to offer this insurance.
13. **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
14. **Sum Insured** 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 the Policy has been in force.
15. **You, Your, yourself** means the person or persons that we insure as set out in the Schedule.
16. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

## SECTION C) COVERAGE

### PART 1: PERSONAL ACCIDENT COVER

In the event of any Accidental Bodily Injury sustained by You during the Policy Period, We will make payment under such Coverage Parts as are specified in the Schedule as being operative. Our liability to make payment shall be limited to the Sum Insured for each Coverage Part.

#### I. Death

We will pay Your Nominee 100% of the Sum Insured shown under the Schedule if during the Policy Period You meet with an Accidental Bodily Injury that causes Your death within 12 months, whereafter this insurance will cease as far as You are concerned.

#### II. Coverage Part B: Permanent Total Disability

We will pay You 125% of the Sum Insured shown under the Schedule if You meet with an Accidental Bodily Injury during the Policy Period that causes Your Permanent Total Disability within 12 months, whereafter this insurance will cease as far as You are concerned.

If you were suffering from any permanent disability of any nature prior to the date upon which the Accidental Bodily Injury was sustained, then the amount We pay will be reduced by that extent of the same. You agree that the reduction will be decided by the concerned Government Medical Authority, according to the degree of disability from which You were already suffering.

**ADDITIONAL INSURANCE****a. 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, cremation ground, burial ground or Your house. The amount We pay will be limited to the lower of 5,000/- and 2% of the Sum Insured shown under the Schedule.

**b. Children's Education Benefit**

If We have accepted a claim under either 1) Death or 2) Permanent Total Disability, then We will make a onetime payment of 5,000/- each towards the cost of education of upto 2 of Your dependent children who were under the age of 19 at the date You met with the Accidental Bodily Injury.

**c. Daily Allowance Cover**

If We have accepted a claim under 1) Death to 2) Permanent Total Disability, then We will pay ₹1,000/- for each complete calendar day that You had to be hospitalized for medical reasons because of the Accidental Bodily Injury You met with. However, the amount We pay will be limited to ₹30,000/- during the Policy Period even if there is more than one claim.

**PART 2: EMI PAYMENT COVER**

In the event of You becoming unemployed during the Policy Period due to termination of Your service by Your employer for any reason whatsoever other than a cause specifically excluded, the Policy will pay an amount commensurate with Your contribution in three (3) EMI of Your loan account specified in the Schedule or lesser if You get re-employed earlier.

**Specific conditions to EMI Payment Cover:**

1. Your insurance will end automatically as soon as one of the following occurs:
  - a. The date You reach Your retirement age, as per the provisions of the contract of employment between You and Your employer
  - b. Your death
2. EMI Payment cover will be renewed only up to the date You reach Your retirement age, as per the provisions of the contract of employment between You and Your employer.

**SECTION D) EXCLUSIONS APPLICABLE TO PART 1: PERSONAL ACCIDENT – STANDARD EXCLUSIONS**

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. Maternity (Excl 18)**

- a. Medical Treatment Expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy.
- b. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

**SECTION D) EXCLUSIONS APPLICABLE TO PART 1: PERSONAL ACCIDENT – SPECIFIC EXCLUSIONS**

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 or illness.
  - 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. Your 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.
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. 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 nationalization or requisition of or damage by or under the order of any government or public local authority.
7. Nuclear energy, radiation.

**SECTION D) EXCLUSIONS APPLICABLE TO PART 2: EMI PAYMENT COVER – SPECIFIC EXCLUSIONS**

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:

**I. Waiting Period**

An insurable event which commences within 90 days of commencement of the Policy Period.

## II. General Exclusions

Your unemployment if

1. it occurred before the commencement of the Policy Period.
2. You knew it to be impending at commencement of the Policy Period.
3. it follows a period of casual, temporary or occasional work.
4. it occurs due to a normal or seasonal occurrence which is a regular feature of the employment.
5. it arises as a result of termination of service as a result of the non-renewal of the contract of employment between You and Your employer on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.
6. it arises as a result of termination of service on the grounds of a Pre-Existing Ailment or Disease.
7. it arises as a result of Your voluntary retirement.
8. it arises as a result of You reaching Your retirement age, as per the provisions of the contract of employment between You and Your employer.
9. it arises as a result of termination of service due to:
  - a) Your misconduct
  - b) Criminal or fraudulent acts in which You were involved
  - c) You breaking a condition of the contract of employment
  - d) An industrial action in which You were involved
10. You refuse any offer of reasonable alternative employment by Your employer.
11. it arises as a result of You being on family leave or sick leave due to childbirth or pregnancy.
12. it arises as a result of intentional self-inflicted injuries.
13. it arises as a result of intake of alcohol or drugs.
14. it arises directly or indirectly from war, revolution, riot or any similar event.
15. it arises directly or indirectly from radioactive contamination from ionizing radiation or contamination from any nuclear fuel, or from any nuclear waste.
16. it arises directly or indirectly from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
17. it arises as a result of the place of employment or part thereof being temporary closed down for a period not exceeding ninety (90) days due to layoff, lockout, strike or any other reason.
18. We will not cover any period of unemployment if You are self-employed.
19. Your consequential losses of any kind or Your actual or alleged legal liability.

## 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.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

### 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. Claim Settlement. (provision for Penal interest)

- i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall 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 shall settle or reject the claim within 15 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 15 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

### 4. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.
- v. No loading shall apply on renewals based on individual claims experience

### 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. 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 Thirty 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

## 8. Cancellation

(A) Cancellation by the Policyholder

The Policyholder can cancel this Policy by providing a written notice of 7 days. In such a case, the Company will refund the premium for the unexpired policy period as detailed below:

### 1. Cancellation of policy where full premium received at policy inception -

- Annual Policy: The premium refund for the unexpired risk period will be on a pro-rata basis, provided no claim has been made during the policy year.
- Multi-year Policy:
  - For any policy year where the risk date has not yet started, the premium will be refunded without any deduction.
  - For any policy year where the risk has started, the premium will be refunded on a pro-rata basis for that policy year, provided no claim has been made during the policy year and in full for future policy years.

### 2. Cancellation of policy where Premium Received on Instalment Basis

The premium refund for the unexpired risk period will be on a pro-rata basis, provided no claim has been made during the policy year.

(B) Additional Deductions - Notwithstanding the above, if (i) the risk under the Policy has already commenced, or (ii) only a part of the insurance coverage has commenced, and the option of Policy cancellation is exercised by the Policyholder, then expenses incurred by the Company on medical examination of the Policyholder will also be deducted before refunding of premium.

### (C) Cancellation by the Company

The Company may cancel the Policy at any time on the grounds of misrepresentation, non-disclosure of material facts, or fraud by the Policyholder/insured person, by providing 15 days' written notice. There will be no refund of premium for cancellations on these grounds.

## 9. 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 or suppression of material fact are within the knowledge of the insurer

## 10. Multiple Policies

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

**11. Moratorium Period:**

After completion of sixty continuous months of coverage (including portability and migration) no look back would be applied. This period of sixty months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and wherever, the sum insured is enhanced, completion of sixty continuous months would be applicable from the 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

**12. 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://irdai.gov.in/document-detail?documentId=393128>

**13. 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 30 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://irdai.gov.in/document-detail?documentId=393128>

(Please note referred link is of the IRDAI website and subject to change from time to time.)

**14. Complete Discharge**

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim

**15. Nomination**

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

**16. Redressal of Grievance**

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

1. Our toll-free number 1-800-209-5858 or 020-30305858, say "Hi" on WhatsApp on +91 7507245858
2. 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)
3. Register your grievances / complaints on our website [www.bajajallianz.com/about-us/customer-service.html](http://www.bajajallianz.com/about-us/customer-service.html)
4. 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)
  - 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****17. Paying a Claim**

- a. You agree that We need only make payment when You or someone claiming on behalf has provided a claim to Our satisfaction.
- b. We will make payment to You and/or the Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay to Your legal heir, executor or validly appointed legal representative as per succession certificate and any payment We will 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 15 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 15 days of the receipt of documents. You may take recourse to the Grievance Redressal procedure stated in this document.

**18. Change of Occupation**

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.

**19. Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the You shall be a condition precedent to any of Our liability under this Policy.

**20. Reasonable Care**

You shall take all reasonable steps to prevent a claim from arising under this Policy.

**21. Contribution**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favor of or effected by You or on Your behalf applicable to such claim, then We shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

However, this condition will not be applicable to Section 1 of this Policy.

**22. Sum Insured Enhancement:**

The Insured member can apply for enhancement of Sum Insured at the time of renewal. You can apply for enhancement of Sum Insured by submitting a fresh proposal form to the company. Sum Insured enhancement will be allowed only in case of additional loan is sanctioned, subject to underwriting guidelines of the Company.

**23. Dispute Resolution**

Arbitration Clause shall not be applicable.

**24. Notices**

- a. Any and all notices and declarations for Our attention shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- b. Any and all notices and declarations for Your attention shall be posted to Your address stated in the Schedule.

**25. 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.

**26. 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.

**27. Territorial Limits**

This Policy covers insured events arising during the Policy Period within India, save in respect of Section 1 w herein Accidental Bodily Injuries sustained during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. Our liability to make any payment shall be to make payment within India and in Indian Rupees only.

**SECTION E) CONDITIONS - OTHER TERMS AND CLAUSES****28. 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 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 consequence of Your 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. If You die, someone claiming on behalf must inform Us in writing immediately and send a copy of the post-mortem report (if performed) within 30 days.

\* Note: Waiver of conditions (a) and (e) 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

- f. You or someone claiming on behalf must promptly give Us documentation and other information We ask for to investigate the claim or Our obligation to make payment for it. An indicative list of the various documents required at the time of a claim is shown below:

- i. Personal Accident Cover: Death Claims

- Duly completed claim form signed by the Claimant
- Attested copy of Death Certificate
- Attested copy of Post Mortem Report, if performed
- Attested copy of FIR/ Final Police report.
- Attested copy of Viscera/ Chemical Analysis Report (If Viscera is preserved)
- Diatoms report from forensic lab in case of death on account of drowning (if sample preserved)
- Attested copy of statement of witness (if any)
- Burial certificate (wherever applicable)
- Your/ Claimant's photo-identity proof
- Your/ Claimant's address proof
- Policy Copy
- NEFT details & cancelled cheque

- ii. Personal Accident Cover: PTD Claims



- Duly completed claim form signed by the Claimant
- Attested Permanent Disability Certificate from the Government Medical Authority confirming the extent and nature of disability.
- Attested copy of FIR/ Panchanama / Inquest Panchanama
- Photograph of the claimant before and after injury supporting to disablement
- Copy of discharge summary towards hospitalization immediately after injury
- X-ray Films/ Investigation reports supporting the diagnosis
- Policy Copy
- NEFT details & cancelled cheque

iii. Children's Education Benefit

- Bonafide Certificate duly signed by the educational institution where Insured's dependent children are studying;

iv. Daily Allowance Cover

- Copy of discharge summary/Discharge Certificate
- Copy of final hospital bill

v. EMI Payment Cover

- Duly completed claim form signed by the Claimant
- Copy of Your Letter of Appointment by Your employer
- A letter from Your employer stating the reasons for termination of the contract of Your employment
- Previous three month's pay slips
- Other documents as may be required by Us to process the claim

**Annexure I:**

**Contact details of the Ombudsman offices**

Office Details	Jurisdiction of Office Union Territory, District)
<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>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<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>	Karnataka.
<b>BHOPAL -</b> Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chattisgarh.
<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, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

Office Details	Jurisdiction of Office (Union Territory, District)
Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	
<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 / 24333678 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 - 23237539 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.
<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 / 2740798 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
<b>KOCHI –</b> Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>KOLKATA –</b> Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.

Office Details	Jurisdiction of Office Union Territory, District)
<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 - 4002082 / 3500613 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	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..
<b>MUMBAI -</b> Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
<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>	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.
<b>PATNA –</b> Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
<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- 24471175 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).

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

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

E-mail: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in) , Tel: 022 -69038800/69038812, Website: <https://www.cioins.co.in>