

GLOBAL HEALTH CARE

8. Migration

The Insured 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 at least 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 will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on migration, kindly refer the link

https://www.irdai.gov.in/ADMINCMS/cms/Circulars_List.aspx?mid=3.2.3

9. Portability

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

For Detailed Guidelines on portability, kindly refer the link

https://www.irdai.gov.in/ADMINCMS/cms/Circulars_List.aspx?mid=3.2.3

10. Renewal of Policy

The Policy shall ordinarily be renewable except on misrepresentation by the insured person, 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

11. 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- i. In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the Policy.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.

12. Moratorium Period

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

13. Premium Payment in Instalments (Wherever applicable)

If the Insured has opted for Payment of Premium on an instalment basis i.e., Half Yearly, Quarterly or Monthly, as mentioned in the Policy Schedule, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the Policy)

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

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- vii. The Company has the right to recover and deduct all the pending installments from the claim amount due under the Policy.

14. 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 shall be notified three months before the changes are effected.

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

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

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

16. 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.

17. Grievance Redressal Procedure

In case of any grievance the insured person may contact the Company through

Toll free: 1800-225858 (free calls from BSNL/MTNL lines only)
1800-1025858 (free calls from Bharti users – mobile /landline) or 020-30305858
E-mail: bagichelp@bajajallianz.co.in
Fax : 020-66026667
Courier: Bajaj Allianz General Insurance Co. Ltd
Bajaj Allianz House, Airport Road
Yerawada, Pune 411006

Insured Beneficiary may also approach the grievance cell at any of the Company's branches with the details of grievance

If Insured Beneficiary is not satisfied with the redressal of grievance through one of the above methods, Insured Beneficiary may contact the grievance officer at ggro@bajajallianz.co.in

For updated details of grievance officer, <https://www.bajajallianz.com/about-Us/customer-service.html>

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

You can further find detailed and Complaints and dispute resolution procedure for International Cover please refer condition 55. "Additional Grievance Redressal Procedure".

SECTION E) GENERAL TERMS AND CONDITIONS - SPECIFIC TERMS AND CONDITIONS**18. Conditions Precedent**

- The due observance and fulfilment of the terms and conditions of the Policy, by the Insured, shall be a condition precedent to any liability of the Company to make any payment for claim(s) arising under the Policy.
- The Insured shall notify the Company in writing of any material change in the risk in relation to the declaration made in the proposal form or medical examination report at each Renewal and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

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- c) 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.

19. Records to be Maintained

The Insured shall keep an accurate record containing all relevant medical records and shall allow the Company or its representatives to inspect such records. The Policyholder or Insured Person shall furnish such information as the Company may require for settlement of any claim under the Policy, within reasonable time limit and within the time limit specified in the Policy

20. Automatic change in Coverage under the Policy

The coverage for the Insured shall automatically terminate:

1. In the case of his/ her (Insured) demise.

However, the cover shall continue for the remaining insured persons till the end of Policy Period. The other insured persons may also apply to renew the Policy. In case, the other insured person is minor, the Policy shall be renewed only through any one of his/her natural guardian or guardian appointed by court. All relevant particulars in respect of such person (including his/her relationship with the insured person) must be submitted to the Company along with the application. Provided no claim has been made, and termination takes place on account of death of the Insured, pro-rata refund of premium of the deceased Insured for the balance period of the Policy will be effective.

2. Upon exhaustion of Sum Insured and cumulative bonus, for the Policy year. However, the Policy is subject to renewal on the due date as per the applicable terms and conditions.

21. Territorial Jurisdiction

All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Policy shall be determined by the Indian court and according to Indian law.

22. Notice & Communication

- i. Any notice, direction, instruction or any other communication related to the Policy should be made in writing.
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.
- iii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the Schedule.

23. Insured

Only those persons named as the Insured in the Policy Schedule shall be covered under this Policy. Cover under this Policy shall be withdrawn from any Insured upon such Insured giving 14 days written notice to be received by Us.

24. 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.

25. Paying a Claim

- i. You agree that We need only make payment when You or someone claiming on *Your* behalf has provided Us with necessary documentation and information.
- ii. 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.

26. Basis of Claims Payment (For Domestic Cover only)

- i. If You suffer a relapse within 45 days of the date when You last obtained medical treatment or consulted a Medical Practitioner and for which a claim has been made, then such relapse shall be deemed to be part of the same claim.
- ii. The Day Care Procedure listed are subject to the exclusions, terms and conditions of the Policy and will not be treated as independent coverage under the Policy.
- iii. We shall make payment in Indian Rupees only.

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27. Basis of Claims Payment (For International Cover only)

Currency: Please specify the currency You wish to be paid in. On rare occasions, We may not be able to make a payment in that currency due to international banking regulations. If this happens, We will identify a suitable alternative currency. If We have to make a conversion from one currency to another, We will use the exchange rate that applied on the date the invoices were issued, or on the date that We pay Your claim.

Please note that We reserve the right to choose which currency exchange rate to apply.

28. Cost Sharing

- a. You shall bear 20% of Co-Payment for each and every claim payable under Section C Part B III- Dental Plan Benefits (Optional cover) and Our liability, if any, shall only be in excess of that sum.
- b. If opted, an aggregate Deductible as specified in the Policy Schedule will apply for expenses under Inpatient plan benefits outside India.

29. Cumulative Bonus (For Domestic Cover only):

If You renew Your Global Health Care Policy with Us without any break and there has been no claim in the preceding year, We will increase the Limit of Indemnity by 20% of Domestic Cover's base Sum Insured per annum, but:

- i. The maximum cumulative increase in the Limit of Indemnity will be limited to 100% of Domestic Cover's base Sum Insured.
- ii. This clause does not alter the annual character of this insurance or Our right to decline to renew or to cancel the Policy, under the circumstances described in cancellation clause stated under the Policy
- iii. If a claim is made in any year where a cumulative increase has been applied, then the increased Limit of Indemnity in the Policy Period of the subsequent Global Health Care Policy shall be reduced by 20%, save that the limit of indemnity applicable shall be preserved.

30. Changing country of residence

It is important to let Us know when You change Your country of residence. This may affect Your cover, the availability of the services included in Your plan or Your premium, even if You are moving to an area within Your Network, as Your existing plan may not be valid there. Cover in some countries is subject to local health insurance restrictions, particularly for residents of that country. It is Your responsibility to ensure that Your health cover is legally appropriate. If You are not sure, please get independent legal advice, as We may no longer be able to cover You. The cover We provide is not a substitute for local compulsory health insurance.

31. Withdrawal of Policy

- i. In the likelihood of this Policy/product being withdrawn in future, the Company will intimate the Insured about the same 90 days prior to expiry of the Policy Period.
- ii. Insured will have the option to Migrate to similar Policy, if 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.
- iii. If the Company has no alternative or similar products then the Insured may opt for any Health Indemnity products available with the Company 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.

32. Endorsements (Changes in Policy)

- i. This Policy constitutes the complete contract of insurance. This Policy cannot be modified by anyone (including an insurance agent or broker) except the Company. Any change made by the Company shall be evidenced by a written endorsement signed and stamped.
- ii. The Policyholder may be changed only at the time of renewal. The new Policyholder must be the legal heir/immediate family member of Policyholder. Such change would be subject to acceptance by the Company and payment of premium (if any). The renewed Policy shall be treated as having been renewed without break.
- iii. The Policyholder may be changed during the Policy Period only in case of his/her demise or him/her moving out of India.

33. Terms and conditions of the Policy

The terms and conditions contained herein and in the Policy Schedule shall be deemed to form part of the Policy and shall be read together as one document.

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34. Change of Sum Insured

Sum Insured can be changed (increased/ decreased) only at the time of renewal or at any time, subject to underwriting by the Company. For any increase in SI, the waiting period shall start afresh only for the enhanced portion of the Sum Insured.

35. Sum Insured Enhancement:

- The Insured 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.
- The acceptance of enhancement of Sum Insured would be at the discretion of the Company, based on the health condition of the Insured(s) & claim history of the Policy.
- All waiting periods as defined in the Policy shall apply for this enhanced Sum Insured limit from the effective date of enhancement of such Sum Insured considering such Policy Period as the first Policy with the Company.

36. Inclusion of members under the Policy:

Where an Insured is added to this Policy, either by way of Endorsement or at the time of renewal, the pre-existing disease clause, exclusions and waiting periods will be applicable considering such Policy Year as the first year of Policy with the Company for the New/included Insured.

37. Territorial Limits & Governing Law (for Domestic Cover only):

- We cover medical expenses for treatment availed within India only. Our liability to make any payment shall be to make payment within India and in Indian Rupees only.
- The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an Endorsement on the Schedule.
- 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.
- Subject to Arbitration clause, the competent court in India shall have exclusive jurisdiction under this Policy.

38. Territorial Limits & Governing Law (for International Cover only):

- We cover medical expenses for treatment availed World-wide outside of India (including or excluding USA as specified in the Policy Schedule).
- You may specify the currency You wish to be paid in. On rare occasions, We may not be able to make a payment in that currency due to international banking regulations. If this happens, We will identify a suitable alternative currency. If We have to make a conversion from one currency to another, We will use the exchange rate that applied on the date the invoices were issued, or on the date that We pay Your claim.
- Please note that We reserve the right to choose which currency exchange rate to apply.
- The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an Endorsement on the Schedule.
- Your Policy is exclusively governed by the Indian Law and Indian Courts jurisdiction.
- 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.

39. Economic sanctions (for International Cover only):

Cover is not provided if any element of the cover, benefit, activity, business or underlying business violates any applicable sanction law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction law or regulations.

40. Circumstances outside Our control (force majeure):

We will always do Our best for You, but We are not liable for delays or failures in Our obligations to You caused by things which are outside of Our reasonable control. Examples are extremely severe weather, floods, landslides, earthquakes, storms, lightning, fire, subsidence, epidemics, acts of terrorism, outbreaks of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbances, sabotage and expropriation by governmental authorities.

41. The wordings "The Policyholder may be changed during the Policy Period only in case of his/her demise or him/her moving out of India." In the Standard Terms and Conditions shall not be applicable to this Policy as this Policy also covers the international Health coverage.