# Bajaj Allianz General Insurance Company Limited

Bajaj Allianz House, Airport Road, Yerawada, Pune - 411 006. Reg. No.: 113 For more details, log on to: www.bajajallianz.com or call at: Sales - 1800 209 0144 / Service - 1800 209 5858 (Toll Free No.) Issuing Office:

Caringly yours

BBAJAJ | Allianz (11)

1

# WOMEN SPECIFIC CRITICAL ILLNESS PLAN

# **Policy Wordings**

#### Preamble:

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

# Scope of Cover-

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

#### **SECTION A: OPERATIVE PART**

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

#### **SECTION B: POLICY TENURE**

1 Year, 2 Year, 3 Year

#### SECTION C: CRITICAL ILLNESS

### I. Critical Illness Cover

#### a. Breast Cancer

The diagnosis by a Consultant oncologist of the presence of malignant tumour of breast characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by Consultant pathologist

# **Specific Exclusions:**

- I. Tumours, which are histologically described as pre malignant and Ductal /Lobular carcinoma in situ of the breast.
- II. Breast Lumps e.g. fibro adenoma, fibrocystic diseases of breast etc.
- III. All hyperkeratoses or basal cells carcinomas, melanomas, squamous cell carcinoma, Kaposi's sarcoma and other tumours associated with HIV infections or AIDS.

#### b. Fallopian Tube Cancer

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumour or lesion of the Fallopian Tubes characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant pathologist.

# **Specific Exclusions:**

Carcinoma in situ, dysplasia, inflammatory masses, Hydatidiform mole, trophoblastic tumours.

#### c. Uterine/Cervical Cancer

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumour or lesion of the uterine cervix/ uterine endometrium characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue at the respective site microscopically confirmed by the Consultant pathologist.

# **Specific Exclusions:**

I. Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2, and CIN-3);



- II. Squamous Intraepithelial Lesion (SIL)
- III. Fibroid, endometriosis, cystic lesions, Hyperplasia of any type presenting as tumours
- IV. Hydatidiform mole, trophoblastic tumours

#### d. Ovarian Cancer

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumour or lesion of the ovary, characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant pathologist

#### **Specific Exclusions:**

- I. Non cancerous (benign) ovarian masses including abscesses or infections, fibroids, cysts, polycystic ovaries, endometriosis-related masses,
- II. Hydatidiform mole, trophoblastic tumours.

# e. Vaginal Cancer

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumour or lesion of the vagina characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant pathologist.

# **Specific Exclusions:**

Vulval cancers/tumours Vaginal /Vulval granulomatous diseases.

# f. Permanent Paralysis of Limbs

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

# q. Multitrauma

The diagnosis and certification by a Consultant surgeon of a severe injury due to an accident resulting in multiple fractures (excluding hairline fractures) involving long bones of upper or lower limbs, vertebral column, head and/or injury to internal organs endangering insured's life due to traumatic/ hemorrhagic shock (involving two or more sites on the body)

#### Specific exclusions:

Fracture at single site on the body, Injuries involving fractures of small bones of hand, feet, ribs even if multiple are excluded. These exclusions are applicable to any type of fracture such as open or closed, displaced or undisplaced, simple or compound types.

### h. Burns

Burns involving 40% or more of the body surface area (as calculated on rule of 9 for each area of body affected) OR second or third degree burns caused by accidental thermal, electric, chemical burn injury.

# Specific exclusions:

Radiation induced burns are specifically excluded.

#### II. Congenital Disability Benefit

An amount equal to 50% of the sum assured will be payable under the plan, on the birth of the child with any one or more of the Congenital Disabilities listed below and the child survives 30 days from the date of diagnosis. This benefit will be available for first two children only and will not be available if the birth of the child occurs after the proposer attains the age of 40 years.



# a. Down's syndrome

Diagnosis confirmed by chromosomal analysis showing trisomy 21 pattern (an extra chromosome), translocation (a breaking off of one chromosome and attaching to another), or mosaicism (some cells have 46 chromosomes and some have 47); resulting in genetic, physical, mental defects.

# b. Congenital cyanotic heart disease

Congenital heart diseases characterised by presence of cyanosis at birth due to any one or more of the following cardiac lesions.

- i. Tetrology of Fallot
- ii. Transposition of great vessels
- iii. Total Anomalous pulmonary venous drainage
- iv. Truncus Arteriosus,
- v. Tricuspid Atresia,
- vi. Hypoplastic Left Heart Syndrome

# c. Tracheo-esophageal fistula

Fistula detected at birth due to developmental defect of either trachea and or esophagus, excluding any other cause for such a fistula

### d. Cleft Palate with or without cleft lip

The cleft in the soft or hard palate, partial or complete, unilateral or bilateral, which is due to developmental defect present at birth either as a single defect or with additional defect of cleft lip.

#### **Special Exclusions:**

Cleft lip alone is specifically excluded.

# e. Spina bifida:

Presence of developmental vertebral column defect resulting in incomplete closure of spinal column with meningocoele / myelomeningocole.

#### **Specific Exclusions:**

Spina bifida occulta is specifically excluded.

# Special condition:

For a claim to be admissible under this section the member should also have conceived during the policy period.

Please note: The company's liability under I) and II) together would be restricted to the sum insured.

# III. Children Education Bonus:

In the event of a Claim being admissible under Section I (Critical Illness) the policy will pay Children's Education Bonus for future education of the children (one or more). The amount payable under this section would be restricted to Rs 25000/- for one or more child put together.

#### IV. Loss of Job:

In the event of the insured person losing her job within a period of 3 months of the date of diagnosis of any of the Critical Illness as covered in the policy, the policy will pay an amount of Rs 25000/- towards loss of employment. For a claim to be admissible under this section the claim under Section. I should be admissible.



#### **Specific Exclusions:**

Loss of Job due to voluntary resignation from service is excluded

#### **SECTION D: DEFINITION**

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

#### 1. Accident, Accidental

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

#### 2. Condition Precedent

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

# 3. Congenital Anomaly

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. Internal Congenital Anomaly: Congenital anomaly which is not in the visible and accessible parts of the body.
- b. External Congenital Anomaly: Congenital anomaly which is in the visible and accessible parts of the body.

# 4. Consultant/ Physician / Medical Practitioner

Is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.'

# 5. Critical Illness

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

#### 6. Critical Illness Benefit:

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

# 7. Disclosure to information norm

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription 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)

# 8. Emergency Care

Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

### 9. Family-

includes the Self, Sister, Mother, Mother-in-law.



#### Grace Period

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

### 11. Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

# 12. 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.

#### 13. Illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy

Period and requires medical treatment.

- a. **Acute condition** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b. Chronic condition -A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
  - 2. it needs ongoing or long-term control or relief of symptoms
  - 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  - 4. it continues indefinitely
  - 5. it recurs or is likely to recur

# 14. Inpatient Care

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

#### 15. 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.



# 16. Limit of Indemnity

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 in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover

#### 17. Intensive Care Unit

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

# 18. Medical Advise

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

# 19. Medical expenses

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

### 20. Medical Practitioner/ Physician:

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

# 21. Medically Necessary

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

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 22. 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.

#### 23. Nominee

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

#### 24. Notification of Claim

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.



# 25. Pre-Existing Disease means any condition, ailment or injury or disease

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

#### 26. Policy

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

#### 27. Policy Period

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

# 28. 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.

# 29. Proposal

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

#### 30. Qualified Nurse

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

# 31. 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

# 32. Renewal

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

# 33. Surgery

Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

- 34. Schedule means the schedule and any annexure to it.
- 35. You, Your, Yourself/ Your Family named in the schedule means the person or persons that We insure as set out in the Schedule
- 36. We, Us, Our, Ours means the Bajaj Allianz General Insurance Company Limited.



### **Section E: Exclusions**

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

# I. Waiting Period

1. Any Critical Illness diagnosed within the first 90 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured for whom coverage has been renewed, without a break, for subsequent years.

This exclusion is not applicable to Section CI (q) Multitrauma and (h) Burns

#### II. General Exclusions

- 1. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.
- 2. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB III) or Lymphadinopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- 3. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies. This exclusion does not apply to Section CII Congenital Disability Benefit of the Policy.
- 4. Occupational diseases.
- 5. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- 6. Naval or military operations of the armed forces or airforce and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
- 7. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
- 8. Radioactive contamination.
- 9. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.
- 10. Intentional self-injury and/or the use or misuse of intoxicating drugs and/or alcohol.

# Section F: General Condition

# I. Conditions precedent to the contract

# 1. Disclosure of information

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

#### 2. Due Observance

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



liability under this Policy.

# 3. 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.

#### 4. Installment Premium

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

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

### 5. Discounts:

Long Term Policy Discount:

- a. 4% discount is applicable if policy is opted for 2 years
- b. 8 % discount is applicable if policy is opted for 3 years

This is not applicable if premium is paid in instalments.

#### II. Conditions when claim arises

#### 1. Claim Procedure:

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

# \*Note:

Waiver of conditions (a) and (d) may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible from him or any other person to give notice or file



claim within the prescribed time limit.

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

- Critical Illness Insurance Claim Form duly signed by the insured along with NEFT Form signed by the Claimant
- Original Discharge Summary / Discharge Certificate.
- Original Final Hospital Bill
- Policy copy
- First consultation letter for Illness
- Medical certificate for the duration of illness
- All required Original Investigation Reports as per the Illness
- Medical certification from specialist
- Aaadhar card & PAN card Copies (Not mandatory if the same is linked with the policy while issuance or in previous claim)
- 2. Claim Settlement (provision for Penal Interest)
- 1. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- 2. 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.
- 3. 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 45 days from the date of receipt of last necessary document.
- 4. In case of delay beyond stipulated 45 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)

## 3. Payment of Claims

- i. You agree that We need only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information.
- ii. If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal procedure stated under policy.

#### 4. 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.

# 5. Territorial Limits & Governing Law

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

# 6. 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.

#### 7. Arbitration and Reconciliation

- a. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
- c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained
- d. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

# III. Conditions for renewal of the contract

#### 1. Renewal

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.

# 2. Possibility of Revision of Terms of the policy Including the premium rates

The Company, 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.

#### 3. 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.

# 4. Sum Insured Enhancement:

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

#### 5. Portability Conditions

The insured person 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 person 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

# IV. Conditions applicable during the contract

#### 1. Moratorium Period

After completion of eight continuous years under the 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 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim 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.

#### 2. Insured

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

#### 3. Cancellation:

i. The policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

Cancellation grid for premium received on annual & long term basis and refund is as under

Period in Risk	Premium Refund		
	Policy Period 1 Year	Policy Period 2 Year	Policy Period 3 Year
Within 15 Days	As per Free Look Period Condition		
Exceeding 15 days but less than or equal to 1 month	75%	75%	80%
Exceeding 1 month but less than or equal to 3 months	50%	75%	80%
Exceeding 3 months but less than or equal to 6 months	25%	65%	75%
Exceeding 6 months but less than or equal to 12 months	0%	45%	60%
Exceeding 12 months but less than or equal to 15 months	0%	30%	50%
Exceeding 15 months but less than or equal to 18 months	0%	20%	45%
Exceeding 18 months but less than or equal to 24 months	0%	0%	30%



WOMEN SPECIFIC CRITICAL ILLNESS PLAN			
Exceeding 24 months but less than or equal to 27 months	0%	0%	20%
Exceeding 27 months but less than or equal to 30 months	0%	0%	15%
Exceeding 30 months but less than or equal to 36 months	0%	0%	0%

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

The premium will be refunded as per the below table:

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

#### Note:

• The first slab of Number of days "within 15 days" in above table is applicable only in case of new business.

In case of renewal policies, period is risk "Exceeding 15 days but less than 3 months" should be read as "within 3 months".

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

- ii. The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.
- 4. Assignment and Transfer of Insurance Policies (Subject to always that any assignment shall always be subject to provisions of Section 38 of Insurance Act 1938, as amended from time to time)
- a. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
- b. Bajaj Allianz General Insurance Company Limited may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-clause (1) hereinabove, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
- c. Bajaj Allianz General Insurance Company Limited shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.
- d. Any person aggrieved by the decision of Bajaj Allianz General Insurance Company Limited to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from Bajaj Allianz General Insurance Company Limited containing reasons for such refusal, prefer a claim to the Authority.
- e. Subject to the provisions in sub-clause (2) hereinabove, the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of Bajaj Allianz General Insurance Company Limited, shall not be operative as against Bajaj Allianz General Insurance Company Limited, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to and received by Bajaj Allianz General Insurance Company Limited with written acknowledgement by Bajaj Allianz General Insurance Company Limited:



Provided that where Bajaj Allianz General Insurance Company Limited maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

f. The date on which the notice referred to in sub-clause (5) hereinabove is delivered to Bajaj Allianz General Insurance Company Limited shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-clause (5) hereinabove are delivered:

Provided that if any dispute as to priority of payment arises as between assignees the dispute shall be referred to the Authority.

- g. Upon the receipt of the notice referred to in sub-clause (5) hereinabove, Bajaj Allianz General Insurance Company Limited shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against Bajaj Allianz General Insurance Company Limited that he has duly received the notice to which such acknowledgement relates.
- h. Subject to the terms and conditions of the transfer or assignment, the insure shall, from the date of the receipt of the notice referred to in sub-clause (5) hereinabove, recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.—Except where the endorsement referred to in sub-clause (1) hereinabove expressly indicates that the assignment or transfer is conditional in terms of sub-clause (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

- i. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this clause.
- j. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—
- I. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
- II. If the insured surviving the term of the policy, the Conditional Assignment shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

k. In the case of the partial assignment or transfer of a policy of insurance under sub-clause (1) hereinabove, the liability of Bajaj Allianz General Insurance Company Limited shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

#### 5. Fraud

- i. If any claim made by the insured person, 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 person 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 person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, 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 person does not believe to be true;



- b. the active concealment of a fact by the insured person 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 person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

#### 6. Free Look Period

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

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

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

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

### 7. Entire Contract

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

# 8 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.

# 9. Migration of Policy

The insured person 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 person 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

# 10. Grievance Redressal Procedure

Please read Your Policy and Policy Schedule.



The Policy and Policy Schedule set out the terms of Your contract with us. Please read Your Policy and Policy Schedule carefully to ensure that the cover meets Your needs.

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

Initially, we suggest You contact the Branch Manager/ Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy. Naturally, we hope the issue can be resolved to Your satisfaction at the earlier stage itself. But if You feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Website: www.bajajallianz.com

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 person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person 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 Redressal Cell for Senior Citizens**

Senior Citizen Cellfor Insured who are Senior Citizens

'Good things come with time' and so for our customers who are above 60 years of age we have created special cell to address any health insurance related query. Our senior citizen customers can reach us through the below dedicated channels to enable us to service them promptly

Health toll free number: 1800-103-2529

Exclusive Email address: seniorcitizen@bajajallianz.co.in

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



WOMEN SPECIFIC CRITICAL ILLNESS PLAN		
Office Details	Jurisdiction of Office Union Territory, District)	
AHMEDABAD - Shri/Smt. Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Shri/Smt Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.	
BHOPAL - Shri/Smt Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh.	
BHUBANESHWAR - Shri/Smt Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.	
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Jammu & Kashmir, Himachal Pradesh, Chandigarh.	
CHENNAI - Shri/Smt Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	
DELHI - Shri/Smt Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.	



Office Details	Jurisdiction of Office Union Territory, District)
GUWAHATI - Shri/Smt Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri/Smt 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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Shri/Smt Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Shri/Smt. Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA - Shri/Smt. Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW -Shri/Smt. Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI - Shri/Smt. Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



Office Details	Jurisdiction of Office Union Territory, District)
NOIDA - Shri. Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA - Shri/Smt. Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE - Shri/Smt Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

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

EXECUTIVE COUNCIL OF INSURERS, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),

Mumbai - 400 054.

Tel.: 022 - 26106889 / 671 / 980

Fax: 022 - 26106949

E-mail ID: inscoun@ecoi.co.in

Cashless facility offered through network hospitals of Bajaj Allianz only. Cashless facility at 3300+ Network hospitals PAN India. Please visit our website for list of network hospitals and network Diagnostic Centres , Website: www.bajajallianz.com or get in touch with 24\*7 helpline number: 1800-103-2529 (toll free) / 020-30305858