

Baiai Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

UIN: BAJHLGP18031V011819

# M-CARE (GROUP) Policy Wordings

## PREAMBLE-

Whereas the Policy Holder has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Group Policy issued in the name of Proposer and Certificate of Insurance to be issued thereunder in the name of the Insured Beneficiary and or Proposer on behalf of Insured Beneficiary has paid and the Company has received and realized the premium specified in the Schedule, now the Company agrees. subject always to the following terms, conditions, exclusions, and limitations, to pay the Insured Beneficiary [subject always to the daily allowance limits] up to the Sum Insured for the maximum period specified in the Certificate of Insurance during the Cover Period.

The term You/ Your / Insured Beneficiary in this document refers to the individual group members who will be treated as Insured Beneficiary and the term Policy Holder/ Group Manager / Group Organizer in this document refers to Person/ Organization who has signed the proposal form and in whose name the Group Policy is issued. Also the term Insurer/ Us/ Our/ Company in this document refers to Bajaj Allianz General Insurance Company Ltd.

# **SECTION A: OPERATIVE PART**

# Scope of cover:

If the Insured Beneficiary is diagnosed as suffering from a Vector Borne disease listed below which first occurs or manifests itself during the Cover Period, the Company shall pay a lump sum Benefit to the Beneficiary, as specified under the Certificate of Insurance, subject to the Sum Insured, limits, terms, conditions definitions and exclusions contained or otherwise expressed in the Policy Schedule read with these Terms and Conditions.

## **COVERAGE**

# 1. Dengue Fever

Subject to Limit of Benefits, the Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Dengue which is confirmed by Medical Practitioner along with laboratory examinations results countersigned by a Pathologist/microbiologist indicating –

- 1. Decreasing platelet levels- less than 100,000 cells/mm3; and
- 2. Immunoglobulins /Polymerase Chain Reaction (PCR) test showing positive results for Dengue
- 3. Concurrent to the above two conditions the final diagnosis should be confirmed as Dengue Fever

#### 2. Malaria

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Malaria which is confirmed by a medical practitioner with confirmatory tests indicating presence of Plasmodium falciparum/ vivax/ malariae in the his/her blood by laboratory examination countersigned by a pathologist/microbiologist in peripheral blood smear or positive rapid diagnostic test (antigen detection test).

#### 3. Filariasis

## (Payable only once in lifetime)

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Filariasis commonly known as elephantiasis, and same must be confirmed by a Medical Practitioner with laboratory examination with presence of microfilariae in a blood smear by microscopic examination and along with any two of the following Clear and visible manifestation of the disease:

- 1. lymphoedema,
- 2. elephantiasis and
- 3. scrotal swelling
- 4. Concurrent to the above three conditions the final diagnosis should be confirmed as Filariasis



#### Note-

- 1. If the Insured Beneficiary is already infected with Filariasis prior to first Policy inception then this benefit will not be extended for lifetime
- 2. Once the Sum Assured is paid for any Insured Beneficiary, no other claim for this particular condition shall be paid to the Insured Beneficiary in his/her entire lifetime.

#### 4. Kala Azar

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Visceral Leishmaniosis, also known as kala-azar which is characterized by irregular bouts of fever, substantial weight loss, swelling of the spleen and liver and anaemia and same must be confirmed by a Medical Practitioner by parasite demonstration in bone marrow/spleen/lymph node aspiration or in culture medium as the confirmatory diagnosis or positive serological tests for kala azar indicating presence of this disease.

# 5. Chikungunya

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Chikungunya which is characterized by an abrupt onset of fever with Joint pain. Other common signs and symptoms includemuscle pain, headache, nausea, fatigue and rash and same must be confirmed by a Medical Practitioner and by Serological tests, such as enzyme-linked immunosorbent assays (ELISA), confirming the presence of IgM and IgG anti-chikungunya antibodies.

# 6. Japanese Encephalitis

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Japanese Encephalitis is which is characterized by rapid onset of high fever, headache, neck stiffness, disorientation, coma, seizures, spastic paralysis and same must be confirmed by a Medical Practitioner by positive serological test for Japanese Encephalitis by immunoglobulin M (IgM) antibody capture ELISA (MAC ELISA) for serum and cerebrospinal fluid (CSF).

#### 7. Zika Virus

The Company shall pay the benefit as specified in the Certificate of Insurance in the event of Insured Beneficiary being hospitalized during the Cover Period with the diagnosis of Zika virus disease which have symptoms like mild fever, skin rash, conjunctivitis, muscle and joint pain, malaise or headache and same must be confirmed by a registered medical practitioner by plaque-reduction neutralization testing (PRNT). PRNT is performed by CDC or a CDC-designated confirmatory testing laboratory to confirm presumed positive, equivocal, or inconclusive IgM results.

## Note-

# **Benefit Payout-**

# • Individual Sum Assured policies-

If We pay the claim for any of the listed vector borne diseases then this Policy shall cease for the Named Insured or Insured Beneficiary, as the case may be.

# Floater Sum Assured Policy

- i Family floater Policy covering 2 members-
  - If We pay the claim for any one of the named Insured Beneficiary for the listed vector borne diseases then this Policy shall cease for both the named Insured Beneficiary
- ii Family Floater Policy covering more than 2 members-
  - If We pay the claim for any one of the Named Insured Beneficiary for the listed vector borne diseases then this Policy shall cease for the Named Insured Beneficiary for whom the claim has been paid, the Policy shall continue for rest of the **Insured Beneficiary(ies)** covered under the Policy, however after payment of second claim for other Insured Beneficiary the Policy would cease for all Insured Beneficiary.

## **SECTION B: DEFINITIONS**

# 1. Bajaj Allianz Network Hospitals / Network Hospitals:

Bajaj Allianz Network Hospitals / Network Hospitals means the Hospitals which have been empanelled by Us as per the latest version of the schedule of Hospitals maintained by Us, which is available to You on request. For updated list please visit our website www.bajajallianz.com

## 2. Cashless facility



Means a facility extended by the Company to the Insured Beneficiary(ies) where the payments, of the costs of treatment undergone by the Insured Beneficiary as the case may be, in accordance with the Certificate of Insurance read with standard Terms and Conditions, are directly made to the network provider by the Company to the extent pre-authorization approved subject to Limitation of Benefits.

- 3. **Certificate of Insurance-** means the document issued by the Company to the Insured Beneficiary as per these Terms and Conditions detailing the **Insured Beneficiary(ies)** name, address, age, commencement date and expiry date of the cover, coverage, sums insured, condition(s), exclusions and or endorsement(s).
- 4. **Condition Precedent** shall mean a Certificate of Insurance read with these standard Terms and Conditions upon which the Company's liability under the Certificate of Insurance is conditional upon.
- 5. Disclosure of information norm-
  - The Certificate of Insurance shall be void and all premium paid hereon shall be forfeited to the Company and no claim shall be entertained from **Insured Beneficiary(ies)**, in the event of misrepresentation, mis description or non-disclosure of any material fact.
- 6. Family- Includes the Insured Beneficiary and his/her Immediate Family members;
- 7. **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of pre- existing diseases. Coverage is not available for the period for which no premium is received.
- 8. **Group** The definition of a group is as per the provisions of Insurance Regulatory and Development Authority of India (Health Insurance) Regulations, 2016, read with group guidelines issued by IRDAI vide circular 015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005, as amended/modified/further guidelines issued, from time to time
- 9. 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. **Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive In patient Care hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 11. Immediate Family members; means Insurer Beneficiary's lawfully wedded spouse, and dependent children & parents.
- 12. **Disease/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 or 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
- 13. Limit of Benefit represents Sum Insured or Our maximum liability to make payment for claim of the Insured or for each and every claim per Insured Beneficiary and collectively for all Insured Beneficiary(ies) (for floater policies) mentioned in the Certificate of Insurance annually during the Cover Period and in the aggregate for the Insured Beneficiary(ies) named in the Certificate of Insurance annually during the Cover Period, and also means the amount stated in the Certificate of Insurance against each Cover.
- 14. **Master Policy Period:** Master Policy Period means period for which the Master Policy is valid in the name of Group Manager.
- 15. **Master Policy/Group Policy** shall mean the Proposal, Group Policy Schedule/"M-Care (Group)" Schedule, along with these Terms and Conditions, issued to the Policy Holder containing these Terms and Conditions of the insurance



coverage and under which Certificates of Insurance will be issued to the respective Insured Beneficiary(ies) and any endorsements attaching to or forming part thereof either on the commencement date or during the Cover Period.

- 16. **Master Policy Schedule/Group Policy Schedule- Group** Policy Schedule means the "M-Care (Group)" Policy Schedule and any annexure to it.
- 17. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

# 18. Medical Practitioner/ Doctor/Physician

is a person who holds a valid registration/license 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 or holds a valid registration/license from the medical council of respective countries mentioned in Section C Exclusions [for treatment in respective countries] and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his registration/license. But "Medical Practitioner/ Doctor/Physician" shall not include (i) any member of the Insured's family even if he is qualified as per this definition, and (ii) Chiropractitioner.

# 19. Medically Necessary Treatment

Is defined as 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.

**Insured Beneficiary/ Insured Beneficiary(ies)** means the individual customer/s of Insurer and his/her Family members, named in the Certificate of Insurance provided that individual customer/s of Insured and or his/her Family Members shall not be older than 65 years of age at the time of commencement of the Certificate of Insurance.

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

#### 21. Non- Network Provider:

Any hospital, day care centre or other provider that is not part of the network.

# 22. Notification of Claim

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

## 23. OPD treatment

means the one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

- **24. Pre-Existing Disease** means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first Policy issued by the insurer and renewed continuously thereafter.
- **25.** Insured/Policy Holder/ Group Manager / Group Organizer/ Group Administrator is the Organization or Entity which has taken the Master Policy on behalf of all Insured Beneficiary.

# 26. Portability

Means transfer by an individual health insurance Policy Beneficiary(ies) (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

27. Renewal means the renewal of Certificate Insurance on the same Terms and Conditions of first Policy on which the contract of insurance under Certificate 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.

## 28. Policy Schedule:

Policy Schedule means the proposal, insurance contract as evidenced by Policy Schedule read with these standard Terms and Conditions and any annexure to Policy Schedule and any endorsements attaching to and/or forming part of Policy Schedule, either at the commencement or during the Policy Period. Policies shall be construed accordingly.

29. **Cover Period**: means the period as specified in the Certificate of Insurance issued to the respective Insured Beneficiary(ies) during which the Insured Beneficiary(ies) is covered as per Certificate of Insurance read with Terms and Conditions of the Master Policy.

# 30. Pre-Existing Disease

means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first Policy issued by the insurer and renewed continuously thereafter.

## 31. 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.

- 32. You, Your, Yourself, Your Family named in the schedule means the person or persons that We insure as set out in the Schedule.
- 33. We, Our, Ours, Us, Company means the Bajaj Allianz General Insurance Company Limited.

# **SECTION C: 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:

- Waiting Period
  - 1. Any of the listed vector borne disease diagnosed within the first 15 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an **Insured Beneficiary(ies)**, as the case may be, for whom coverage has been renewed without a break, for subsequent years provided there are NIL claims in the previous Policies.
  - 2. If the Policy is opted after occurrence of any of the listed vector borne diseases, a 60 days waiting period shall be applicable for the specific ailment from date of previous admission.
  - 3. However once a benefit is paid under the Certificate of Insurance during the Cover Period and the Named Insured Beneficiary renews the Certificate of Insurance, in such scenario for the renewal Policy, 60 days waiting period from date of previous admission would apply for the specific ailment of which a claim has been paid.
  - 4. If the Policy is renewed within 60 days from the date of admission of the previously paid claim for the named Insured Beneficiary(ies), as the case may be, a 60 days cooling off period shall apply for the same ailment in the renewed policy opted, however there would be no waiting period for other listed vector borne diseases.
  - 5. If the Policy is renewed post 60 days from the date of admission of the previously paid claim for the named Insured Beneficiary, as the case may be, then a fresh waiting period of 15 days shall apply for all listed vector borne diseases.
- II. General Exclusions
  - 1. Any Treatment taken for any illness other than for vector borne diseases as listed in Section A
  - 2. Admission to hospital for less than 24 hours
  - 3. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the below listed countries:

New Zealand	Japan
Singapore	Canada
Switzerland	Dubai
USA	Hong Kong
Malaysia	Countries of the European Union.

# **SECTION D: GENERAL CONDITIONS**

#### I. Conditions precedent to the contract

1. Conditions Precedent

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

## II. Conditions when claim arises

1. Claim procedure

All Claims will be settled by In house claims settlement team of the company and no TPA is engaged. However, Company reserves right to engage TPA.

After the Occurrence of an Insured Event that may result in a claim, then as a condition precedent to the Company's liability, Insured Beneficiary must comply with the following:

i. Insured Beneficiary or someone claiming on the him/her behalf must inform the Company within 48 hours\* of hospitalization in case emergency hospitalization and 48 hours\* prior to hospitalization in case of planned hospitalization.



- ii. The Company shall make payment when Insured Beneficiary or their representative claiming on his/ her behalf have provided the Company with necessary documentation and information.
- iii. The Insured Beneficiary or someone claiming on his/her behalf must promptly and in any event within 30 days of discharge from a Hospital give the Company the documentation as listed out in greater detail below and other information the Company ask for to investigate the claim or the Company's obligation to make payment for it.
- iv. If the original documents are submitted with the co-insurer, the Xerox copies attested by the co-insurer should be submitted

\*Note: Waiver of conditions (i) and (iii) 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 Beneficiary was placed it was not possible from him/her or any other person to give notice or file claim within the prescribed time limit.

## A. Cashless Claims Procedure:

Cashless treatment is only available at Network Hospitals subject to cashless authorisatin and Limit of Benefits. In order to avail of cashless treatment, the following procedure must be followed by You or your representative:

- i Prior to taking treatment and/or incurring Medical Expenses at a Network Hospital, You must call Us and request pre-authorisation by way of the written form.
- ii In case of Emergency hospitalization, You/the Insured Beneficiary/ Insured Representative shall intimate such admission within 24 hours of such hospitalization
- iii On receipt of your pre-authorization form duly filled and signed by you, our representative then will respond, within 2 hours, with Approval, Rejection or any more information.
- iV If the procedure above is followed, You will not be required to directly pay for the bill amount in the Network Hospital that We are liable under Section A Coverage above and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorisation does not guarantee that all costs and expenses will be covered. The maximum amount payable would be restricted as specified under the plan opted shown on the Schedule subject to Limitation of Benefits. We reserve the right to review each claim for Medical Expenses and accordingly coverage will be determined according to the terms and conditions of this Policy.
- V In case the hospital bill amount is lower than the payable benefit, We will directly pay You the difference between the benefit payable and the hospital bill amount. However, if the hospital bill amount is higher than the payable benefit/Limitation of Benefit, You will be required to settle the balance hospital bill on Your own.
- Vi After considering Your request and after obtaining any further information or documentation We have sought, We may, if satisfied, send You or the Network Hospital, an authorisation letter. The authorisation letter, the ID card issued to You along with this Policy and any other information or documentation that We have specified must be produced to the Network Hospital identified in the pre-authorization letter at the time of Your admission to the same.

#### **B. Reimbursement Claims Procedure:**

If Pre-authorisation as per III A, above is denied by Us or if treatment is taken in a Hospital other than a Network Hospital or if You do not wish to avail cashless facility, then:

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

Claim documents to be submitted for claim:

- i Claim Form duly signed by the Insured Beneficiary along with NEFT Form signed by the Claimant
- ii Copy of Discharge Summary / Discharge Certificate
- iii Attested copies of Indoor case papers
- iv Copy of Final Hospital Bill
- V All required Investigation Reports
- Vi Medical certification from specialist



- vii In cases where a fraud is suspected, We may call for any additional document(s) in addition to the documents listed above
- VIII Aaadhar card & PAN card Copies is as per the IRDAI guidelines read with.

# 2. Payment of Claims

- i You agree that We need only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.
- ii On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per Policy terms and conditions, We shall offer within a period of 30 days a settlement of the claim to you. Upon acceptance of an offer of settlement by you, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by you. In the cases of delay in the payment, We shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iii However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
- IV If We, for any reasons decide to reject the claim under the Policy, the reasons regarding the rejection shall be communicated to you in writing within 30 days of the receipt of complete set of documents. You may take recourse to the Grievance Redressal procedure.

# 3. Basis of Claims Payment

- i. Individual Sum Assured policies-
  - If We pay the claim for any of the listed vector borne diseases then this Policy shall cease for the Named Insured Beneficiary .
- ii. Floater Sum Assured Policy
  - a. Family floater Policy covering 2 membersIf We pay the claim for any one of the Named Insured Beneficiary for the listed vector borne diseases then this Policy shall cease for both the Named Insured Beneficiary.
  - b. Family Floater Policy covering more than 2 membersIf We pay the claim for any one of the Insured Beneficiary or the listed vector borne diseases then this Policy shall cease for the Named Insured for whom the claim has been paid, the Policy shall continue for rest of the Insured Beneficiary(ies) covered under the Policy, however after payment of second claim for other Insured Beneficiary the Policy would cease for Insured Beneficiary(ies).
- iii. If a claim is admitted against Lymphatic Filariasis, upon renewal of Policy, coverage will be available for all conditions except Lymphatic Filariasis. For Lymphatic Filariasis, once the sum assured is paid for any life, no other claim for this particular condition shall be paid to the Insured Beneficiary in the entire lifetime of the Policy Beneficiary(ies)

# 4. Arbitration and Reconciliation

- (a) If any dispute or difference shall arise as to the quantum of claim to be paid under the Certificate of Insurance (liability/claim being otherwise admitted by the Company), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the Company and the respective Insured Beneficiary or if they cannot agree upon a single arbitrator within 30 days of any Party [the Company or the respective Insured Beneficiary] invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one each to be appointed by the Company and Insured Beneficiary, and the third arbitrator to be appointed by such two appointed arbitrators and arbitration shall be conducted in English under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be Pune, 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/repudiated or not accepted/admitted the liability/claim under or in respect of the respective Certificate of Insurance.



- (c) It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the respective Certificate of Insurance read with this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- (d) It is also hereby further expressly agreed and declared that if the Company shall disclaim/repudiate the claim and liability to the respective Insured Beneficiary for any claim under Certificate of Insurance issued to them, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit or proceeding before a Court of law or any other competent statutory forum/tribunal, then all benefits under the Certificate of Insurance shall be forfeited and the rights of Insured Beneficiary shall stand extinguished and the liability of the Company shall also stand discharged.

## III. Conditions for renewal of the contract

# 1. Renewal of Master Policy-

Insured seeking renewal of the Master Policy, shall have to take a Master Policy with M-Care(Group) product of the Company subject to Insured paying the Premium as per the Company's Underwriting Policy for M-Care (Group) product chosen by the Insured and also subject to Portability condition.

# 2. Renewal of Certificate of Insurance with Nil Claims provided renewal of Master Policy by Insured-

- i Under normal circumstances, lifetime renewal benefit is available under the Policy except on the grounds of fraud, misrepresentation or moral hazard or non-co-operation by the Insured Beneficiary or if any false statement, or declaration is made or used or Upon the occurrence of an event of Vector Borne disease.
- ii In case of our own Company's renewal a grace period of 30 days is permissible and the Policy will be considered as continuous for the purpose of waiting period. Any claim incurred as a result of Insured disease contracted during the break period will not be admissible under the Policy.
- iii For renewals received after completion of 30 days grace period, a fresh application of health insurance should be submitted to Us, it would be processed as per a new business proposal.
- iv Premium payable or any changes in terms & conditions on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.

#### 3. Renewal upon admission of a claim provided renewal of Master Policy by Insured:

- i Upon payment of claim the Insured Beneficiary has option to renew the Certificate of Insurance [subject to the Master Policy Period being valid] with immediate effect or on a later date as per below terms & conditions:
  - a. If the Certificate of Insurance is renewed within 60 days from the date of admission of the previously paid claim for the Named Insured a 60 days cooling off period shall apply for the same ailment in the new Certificate of Insurance opted, however there would be no waiting period for other listed vector borne diseases
  - b. If the Certificate of Insurance is renewed post 60 days from the date of admission of the previously paid claim for the Named Insured then a fresh waiting period of 15 days shall apply for all listed vector borne diseases
- For Lymphatic Filariasis, once the sum assured is paid for any life, no other claim for this particular condition shall be paid to the respective Insured Beneficiary in the entire lifetime.

## For example,

Scenario 1- Individual Certificate of Insurance and family floater Certificate of Insurance with Self + Spouse
If Insured Beneficiary(ies) has bought the Certificate of Insurance on 01 Jan 2018 and Malaria is diagnosed on 01 Feb 2018.
He will be paid full Sum Insured (subject to fulfilment of other terms and conditions) and the Policy will terminate.
He will now have an option to renew the cover for 100% of sum assured for all covered conditions immediately after the termination of the previous Policy. He/ She will be covered for all conditions except Malaria from day 1 of the new Policy.
However he will be covered for Malaria with effect from 03 April 2018 (60 days post date of previous admission i.e. 01 Feb 2018).]

## Scenario 2- Family Floater with Self, Spouse and Children

If Insured Beneficiary has bought the Certificate of Insurance with family floater Policy for himself, his wife and 2 children on 01 Jan 2018 and Malaria is diagnosed on 01 Feb 2018, Insured Beneficiary will be paid full Sum Insured (subject to fulfilment of other terms and conditions) and the coverage would cease for respective Insured Beneficiary. However the Certificate of Insurance shall continue for rest of Insured Beneficiary(ies) covered under the Certificate of Insurance, however after payment of second claim for other respective Insured Beneficiary the Certificate of Insurance would cease for all Insured Beneficiary(ies).

For both scenarios mentioned above the Insured Beneficiary(ies) against whom a claim has been paid will now have an option to renew the cover for 100% of Sum Issured for all covered conditions immediately after the termination of the previous Insured Beneficiary(ies). He will be covered for all conditions except Malaria from day 1 of the new Insured



Beneficiary(ies). However he will be covered for Malaria with effect from 03 April 2018 (60 days post date of previous admission i.e. 01 Feb 2018).

# 4. Revision/ Modification of the Policy:

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

# 5. Withdrawal of Master Policy

There is possibility of withdrawal of this product at any time in future with appropriate approval from IRDAI, as the Company reserve right to do so with an intimation of 3 months to all the existing **Insured Beneficiary(ies)**. In such an event of withdrawal of this product, at the time of Policy Holder seeking renewal of the Master Policy, Policy Holder can choose, among the Company's available similar and closely similar Health insurance products subject to underwriting Policy of the Company. Upon Policy Holder so choosing the Company's new product, Policy Holder and the Insured Beneficiary will be charged the Premium as per the Company's Underwriting Policy for such chosen new product, as approved by IRDAI. However already issued Certificate of Insurance under the Master Policy will hold good for the Covered Period.

Provided however, if Policy Holder do not respond to the Company's intimation regarding the withdrawal of the product under which this Master Policy is issued, then this Master Policy shall be withdrawn and shall not be available to Policy Holder for renewal on the renewal date and accordingly upon Insured/Group Manager seeking renewal of the Master Policy, Insured/Group Manager shall have to take a Master Policy under available new products of the Company subject to Insured/Group Manager paying the Premium as per the Company's Underwriting Policy for such available new product chosen by the Insured/Group Manager and also subject to Portability condition.

#### 6.Endorsements

This Master Policy constitutes the complete contract of insurance. This Master Policy cannot be changed by anyone (including an insurance agent or broker) except the Company. Any change that the Company make will be evidenced by a written endorsement signed and stamped by the Company.

## IV. Conditions applicable during the Cover Period:

# 1. Insured Beneficiary:

No person other than a person named as an Insured Beneficiary in the Certificate of Insurance 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 Beneficiary 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 Beneficiary.

# 2. Addition /Deletion of Insured Beneficiary(ies):

No person other than those persons named as the **Insured Beneficiary(ies)** or those categories of the **Insured Beneficiary(ies)** specified in the Certificate of Insurance shall be covered under this Policy unless and until his/her name or the category has been notified in writing to the Company, any additional premium due has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an **Insured Beneficiary(ies)** 

Cover under Certificate of Insurance shall be withdrawn from any **Insured Beneficiary(ies)** named or any category of Insured Beneficiary insured immediately upon the Policy Beneficiary(ies) delivering written notice of the same to the Company.

# 3. Fraud

If the Insured Beneficiary and/ or Named Insured shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

## 4. Free Look Period

You have a period of 15 days from the date of receipt of the first Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation. If you have not made any claim during the Free look period, you shall be entitled to refund of premium subject to,



- i a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges, if the risk has not commenced.
- ii a deduction of the stamp duty charges, medical examination charges & proportionate risk premium for period on cover, If the risk has commenced
- iii a deduction of such proportionate risk premium commensurating with the risk covered during such period ,where only a part of risk has commenced
- iv Free Look Period will not be applicable for renewal Policies.

# 4. Cancellation of Master Policy/ Certificate of Insurance

- i. The Master Policy/Certificate of Insurance may be cancelled by or on behalf of the Company by giving the Policy Holder/ Insured Beneficiary, as the case may be, at least 15 days of written notice and if no claim has been made then the Company shall refund a pro-rata premium for the unexpired Cover Period, subject to however retaining the short period premium. Under normal circumstances, Policy will not be cancelled except for reasons of misrepresentation/false statements, fraud, non-disclosure of material facts or non-cooperation.
- ii. The Master Policy may be cancelled by the Policy Holder at any time before the expiry of the Master Cover Period by giving at least 15 days written notice to the Company.
  - The Certificate of Insurance may be cancelled by the Insured Beneficiary at any time before the expiry of the Cover Period by giving Us at least 15 days written notice, and if no claim has been made then the We shall refund premium on short term rates for the unexpired Cover Period as per the rates detailed below.

PERIOD ON RISK RATE OF PREMIUM REFUNDED

Upto one month 75% of annual rate
Upto three months 50% of annual rate
Upto six months 25% of annual rate

Exceeding six months Nil

However, if any claim has been made, then no refund will be given for cancellation of Policy.

iii. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this Master Policy/ Certificate of Insurance is cancelled except in cases such cancellation is on account of Fraud, mis-representation/false statements or non-disclosure of material facts by the Insured Beneficiary.

#### 5. 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.

# 6. Special Conditions relating to Group Policy

Group Policy is subject to the following conditions:

- 1. The Policy Holder will maintain sufficient deposit or provide a Bank Guarantee to strictly comply with the requirement of section 64VB.
- 2. New names can be added to the Group Policy by charging premium for the Cover Period.
- 3. For deletion of names from Group Policies during the currency of the Cover Policy, refund of pro- Rata premium can be allowed only if there is no claim in respect of the particular Insured Beneficiary at the time of such deletion of names.

## 7. Portability Conditions

- i Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail M-Care (Group) policies of other non-life insurers.
- **Group Policies:** As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were insured under M-Care (Group) of Company and are availing an M-Care (Group) Policy of Company. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the M-Care (Group) (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular customer leaving the group on account of resignation/ retirement (applicable for employer-employee relationships) or termination of relationship with the Group Administrator (applicable for non-employer-employee relationships).

# 7. Territorial Limits & Governing Law

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

# 8. Migration of Certificate of Insurance:



- The Insured Beneficiary can opt for migration of Certificate of Insurance to our other similar or closely similar products at the time of renewal.
- The premium will be charged as per the Company's Underwriting Policy for such chosen new product, and all the guidelines, terms and condition of the chosen product shall be applicable.
- Suitable credit of continuity/waiting periods for all the previous Policy years would be extended in the new Policy, provided the Policy has been maintained without a break

#### 9. Grievance Redressal Procedure

Bajaj Allianz General Insurance has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

#### Level 1

In case you have any service concern, you may please reach out to our Customer Experience team through any of the following options:

- Our website @ https://general.bajajallianz.com/BagicNxt/misc/iTrack/onlineGrievance.jsp
- Call us on our Toll Free No. 1800 209 5858
- Mail us on customercare@bajajallianz.co.in,
- Write to: Bajaj Allianz General Insurance Co. Ltd GE Plaza, Airport Road, Yerwada Pune, 411006

#### Level 2

In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer Mr. Rakesh Sharma at ggro@bajajallianz.co.in.

#### Level 3

If you are still not satisfied with the resolution provided, you can further escalate to Mr. Hitesh Sindhwani Head, Customer Experience, at email: head.customerservice@bajajallianz.co.in.

## **Grievance Redressal cell for Senior Citizens**

Senior citizen cell for insured person who are senior citizens

'Good thing comes 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 Email address: seniorcitizen@bajajallianz.co.in

In case your complaint is not fully addressed by the insurer, You may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI or call 155255. Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The contact details of the ombudsman offices are mentioned below. However, We request you to visit http://www.gbic.co.in for updated details.

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.



DENICALLIDIT Shri/Smt	
BENGALURU - Shri/Smt	
Office of the Insurance Ombudsman,	
Jeevan Soudha Building,PID No. 57-27-N-19	
Ground Floor, 19/19, 24th Main Road,	Karnataka.
JP Nagar, Ist Phase,	
Bengaluru – 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: bimalokpal.bengaluru@ecoi.co.in	
BHOPAL - Shri/Smt	
Office of the Insurance Ombudsman,	Madhya Pradesh, Chattisgarh.
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	
BHUBANESHWAR - Shri/Smt	
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	Orissa.
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: bimalokpal.bhubaneswar@ecoi.co.in	
CHANDIGARH -	
Office of the Insurance Ombudsman,	
S.C.O. No. 101, 102 & 103, 2nd Floor,	
Batra Building, Sector 17 – D,	Punjab,Haryana,Jammu & Kashmir,Himachal
Chandigarh – 160 017.	Pradesh,Chandigarh.
Tel.: 0172 - 2706196 / 2706468	
Fax: 0172 - 2708274	
Email: bimalokpal.chandigarh@ecoi.co.in	
CHENNAI - Shri/Smt	
Office of the Insurance Ombudsman,	
Fatima Akhtar Court, 4th Floor, 453,	
Anna Salai, Teynampet,	Tamil Nadu, Pondicherry Town and Karaikal (which are
CHENNAI – 600 018.	part of Pondicherry).
Tel.: 044 - 24333668 / 24335284	part of Fondionerry).
Fax: 044 - 24333664	
Email: bimalokpal.chennai@ecoi.co.in	
DELHI - Shri/Smt	
	Delhi.
Office of the Insurance Ombudsman,	



2/2 A Hairogaal Incorporate Duilding	1
2/2 A, Universal Insurance Building,	
Asaf Ali Road,	
New Delhi – 110 002.	
Tel.: 011 - 2323481/23213504	
Email: bimalokpal.delhi@ecoi.co.in GUWAHATI - Shri/Smt	<del>-  </del>
Office of the Insurance Ombudsman,	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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	
HYDERABAD - Shri/Smt	
Office of the Insurance Ombudsman,	
6-2-46, 1st floor, "Moin Court",	
Lane Opp. Saleem Function Palace,	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 65504123 / 23312122	
Fax: 040 – 23376599	
Email: bimalokpal.hyderabad@ecoi.co.in	
JAIPUR - Shri/Smt Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	Rajasthan.
Jaipur - 302 005. Tel.: 0141 – 2740363	
Email: Bimalokpal.jaipur@ecoi.co.in	
ERNAKULAM - Shri/Smt	
Office of the Insurance Ombudsman,	
2nd Floor, Pulinat Bldg.,	
Opp. Cochin Shipyard, M. G. Road,	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Ernakulam - 682 015.	,
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 – 2359336	
Email: bimalokpal.ernakulam@ecoi.co.in	
KOLKATA - Shri/Smt	
Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,	
4, C.R. Avenue,	West Bengal, Sikkim, Andaman & Nicobar Islands.
KOLKATA - 700 072.	West bengal, Sikkini, Andaman & Nicobal Islands.
Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341	
Email: bimalokpal.kolkata@ecoi.co.in	



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.
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
Secretary General - Governing Body of Insurance Council
JeevanSevaAnnexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tol No: 032 2610 6880, 2610 68800, 2610 68800, 2610 68800, 2610 68800, 2610 68800, 2610 68800, 26

Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: <a href="mailto:inscoun@gbic.co.in">inscoun@gbic.co.in</a>



Bajaj Allianz General Insurance Co. Ltd
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