

**HOSPITAL CASH DAILY ALLOWANCE POLICY DOCUMENT****Preamble**

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

**A) OPERATIVE PART**

In the event of Accidental Bodily Injury or Illness first occurring or manifesting itself during the Policy Period and causing the Insured's or the Named Insured's Hospitalisation within the Policy Period, the Company will pay:

1. The Daily Allowance for each continuous and completed period of 24 hours of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Illness, or
2. Two times the Daily Allowance for each continuous and completed period of 24 hours required to be spent by the Insured or Named Insured in the Intensive Care Unit of a Hospital during any period of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Illness for a maximum period of 7 days for each hospitalisation.

**B) DEFINITIONS**

Words or terms mentioned below have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine include references to the plural or to the female wherever the context permits:

**1. Accident, Accidental**

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

**2. Alternative treatments**

Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**3. Any one illness**

Any one illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

**4. 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.

**5. Condition Precedent**

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

**6. 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

**7. Contribution**

Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

**8. Day care centre**

A day care centre means any institution established for day care treatment of illness and / or injuries or a medical set - up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:- has qualified nursing staff under its employment has qualified medical practitioner (s) in charge has a fully equipped operation theatre of its own where surgical procedures are carried out- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

### 9. Day Care Treatment

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii. Which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

### 10. Daily Allowance:

Means the amount and period specified in the Schedule.

### 11. Dental Treatment

Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

### 12. Disclosure to information norm

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

### 13. Domiciliary Hospitalisation

Domiciliary hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- the patient takes treatment at home on account of non availability of room in a hospital.

### 14. 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.

### 15. 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.

### 16. 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.

### 17. 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.

### 18. Illness

Illness means a illness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

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

**19. 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.

**20. 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.

**21. 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.

**22. 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 and subject to the limits specified in A

**23. Medical Advise**

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

**24. 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.

**25. 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.

**26. 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.

**27. Named Insured/ Insured:**

Insured means the persons, or his Family members, named in the Schedule provided that an Insured or his Family Members has attained the age of 3 months and is not older than 65 years of age at the commencement of the Policy Period.

**28. Nominee**

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

**29. Non- Network**

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

**30. 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.

**31. OPD treatment**

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

### 32. Portability

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

### 33. Pre-Existing Disease

Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

### 34. 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.

### 35. 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

### 36. Room rent

Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

### 37. 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.

### 38. Subrogation

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

### 39. 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

40. **Schedule** means the schedule and any annexure to it.

### 41. Unproven/Experimental treatment

Treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

42. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule

43. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

## C) EXCLUSIONS

No indemnity is available hereunder and 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:

1. Pre-existing disease: Any medical condition or complication arising from it which existed before the commencement of the Policy Period, or for which care, treatment or advice was sought, recommended by or received from a Physician or for which a claim has or could have been made under any earlier policy.
2. Any treatment not performed by a Physician or any treatment of a purely experimental nature.
3. Any and all variants of the condition commonly referred to as Cancer, except in case of invasive malignant melanoma.
4. Any routine or prescribed medical check up or examination. Medical Expenses relating to any hospitalisation for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness or accidental Bodily Injury for which hospitalisation is required.

5. Any Illness that has been classified as an Epidemic by the Central or State Government.
6. Illness requiring Hospitalisation within the first 30 days from the commencement date of the Policy Period unless the Policy is renewed without interruption and with the Company.
7. Without prejudice to Exclusion 1 above, the treatment of cataracts, benign prostatic hypertrophy, hysterectomy, menorrhagia, fibromyoma, D&C, endometriosis, hernia of all types, hydrocele, fistulae, haemorrhoids, fissure in ano, stones in the urinary and biliary systems, surgery on ears, tonsils or sinuses, skin and all internal tumours/cysts/nodules/polyps of any kind including breast lumps, gastric or duodenal ulcer, backache, prolapsed intervertebral disc during the first year of a series of Daily Hospital Allowance Policies renewed with the Company without interruption.
8. Circumcision, cosmetic or aesthetic treatments of any description change of life surgery or treatment, plastic surgery (unless necessary for the treatment of Illness or accidental Bodily Injury as a direct result of the insured event and performed within 6 months of the same).
9. Dental treatment or surgery of any kind unless necessitated by Accidental Bodily injury.
10. Convalescence, general debility, nervous or other breakdown, rest cure, congenital diseases or defect or anomaly, sterility, sterilization or infertility (diagnosis and treatment), any sanatoriums, spa or rest cures or long term care or hospitalisation undertaken as a preventive or recuperative measure.
11. Self afflicted injuries or conditions (attempted suicide), and/or the use or misuse of any drugs or alcohol.
12. Any sexually transmitted diseases or any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type or any Syndrome or condition of a similar kind commonly referred to as AIDS.
13. Any diagnosis or treatment arising from or traceable to pregnancy (whether uterine or extra uterine), childbirth including caesarean section, medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born.
14. Hospitalisation for the sole purpose of traction, physiotherapy or any ailment for which hospitalisation is not warranted due to advancement in medical technology
15. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
16. 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.
17. Any natural peril including but not limited to avalanche, earthquake, volcanic eruptions or any kind of natural hazard.
18. Participation in any hazardous activity.
19. Radioactive contamination.
20. Non-allopathic treatment.
21. 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.

## **D) GENERAL CONDITIONS**

### **1. Due Observance**

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

### **2. Duties and Obligations of the Insured and/or Named Insured**

After the Occurrence of an Insured Event It is a condition precedent to the Company's liability under this Policy that in the event of

any Accidental Bodily Injury or Illness that may give rise to a claim:

- 2.1 the Insured and/or the Named Insured shall immediately and in any event within 14 days provide the Company with written notification of a claim, and
- 2.2 the Insured and/or the Named Insured shall take every other reasonable step and/or measure to minimise the consequence of the Bodily Injury or Illness, and
- 2.3 the Insured and/or the Named Insured shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the claim and/or the Company's liability hereunder that may be requested, and submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company.

### 3. 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.

### 4. Insured

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

### 5. Communications

Any communication meant for Us must be in writing and be delivered to Our address shown in the Schedule. Any communication meant for You will be sent by Us to Your address shown in the Schedule.

### 6. Paying a Claim

- 6.1 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.
- 6.2 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.
- 6.3 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 stated under condition no. 22.

### 7. Basis of claims payment

- 7.1 The payout under this policy is on benefit basis.
- 7.2 In respect of any period of Hospitalisation for which the Company is liable to make payment under Operative Part 2, the Company shall have no liability to make payment under Operative Part 1.
- 7.3 A continuous and completed period of less than 24 hours of Hospitalisation consequent upon an insured event shall be deemed to be a continuous and completed period of 24 hours if such period extends to at least 12 hours and also includes 0300 hours.
- 7.4 We shall make payment in Indian Rupees only.
- 7.5 If claim event falls within two policy periods the claims shall be administered taking into consideration the available sum insured in the two policy periods, including the deductibles (if any) for each policy period. The claim amount to be payable shall be reduced up to the extent of the premium to be received for renewal by due date of renewal of this policy, if the same is not received earlier.



## 8. Reimbursement Claims Procedure:

- 8.1 You or someone claiming on Your behalf must inform Us in writing immediately with 48 hours of hospitalization in case emergency hospitalization & 48 hours prior to hospitalization in case of planned hospitalization.
- 8.2 You must immediately consult a Doctor and follow the advice and treatment recommends.
- 8.3 You must take reasonable steps or measures to minimise the quantum of any claim that may be made under this Policy.
- 8.4 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.
- 8.5 You or someone claiming on Your behalf must promptly and in any event within 30 days of discharge from a Hospital give Us the documentation (written details of the quantum of any claim along with all original supporting documentation as per the claims documents list specified below.
- 8.6 In the event of the death of the insured person, someone claiming on his behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if any) within 30 days\*
- 8.7 In event of a claim, the original documents to be submitted & after the completion of the claims assessment process the original documents may be returned if requested by the insured in writing, however we will retain the Xerox copies of the claim documents.
- 8.8 If the original documents are submitted with the co-insurer, the Xerox copies attested by the co-insurer should be submitted along with the letter confirming the status of the claim & settlement details if any

**\*Note:**

Waiver of conditions (8.1), (8.5) and (8.6) 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.

List of claim documents

- i. Hospital Cash Daily Allowance Claim Form duly signed by the insured.
- ii. Copy of Discharge Summary / Discharge Certificate.
- iii. Copy of Final Hospital Bill

## 9. Fraud

If the Insured 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.

## 10. Insurance of Family

If this Policy is taken for the benefit of the Insured's family (and not by an employer for his employees), then it is a condition precedent to the Company's liability that the following categories of persons are included and maintained as Named Insureds:

- 10.1 The lawful spouse of the Insured, who is not older than 65 years of age at the commencement of the Policy Period.
- 10.2 The lawful children of the Insured and his spouse aged between 3 months and 21 years at the commencement of the Policy Period who are living with the Insured and/or his spouse and who have no income of their own.

## 11. Notifications & Declarations

- 11.1 Any and all notices for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- 11.2 All notices for the attention of the Insured or the Named Insured shall be posted and addressed to the Insured's address as stated in the Schedule.
- 11.3 The Insured and Named Insured agree that the Insured shall also act on behalf of all Named Insureds as to:
  - The giving and receiving of any notice under or in respect of this Policy (including notice of cancellation),
  - The payment of premiums and the receipt of any return premium, and
  - The acceptance of any endorsements to this Policy.

## 12. Portability Conditions

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

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

### 13. Free Look Period

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

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

- a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges, if the risk has not commenced,
- a deduction of the stamp duty charges, medical examination charges & proportionate risk premium for period on cover, If the risk has commenced
- a deduction of such proportionate risk premium commensurating with the risk covered during such period ,where only a part of risk has commenced

### 14. Renewal & Cancellation

14.1 Under normal circumstances, lifetime renewal benefit is available under the policy except on the grounds of fraud, misrepresentation or moral hazard.

14.2 In case of Our own renewal a grace period of 30 days is permissible and the Policy will be considered as continuous for the purpose of 30 days and one year waiting period Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.

14.3 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.

14.4 After the completion of maximum renewal age of dependant children, the policy would be renewed for lifetime. However a separate proposal form should be submitted to us at the time of renewal with the insured member as proposer. 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.

14.5 Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.

14.6 We may cancel this insurance by giving You at least 15 days written notice, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period. Under normal circumstances, policy will not be cancelled except for reasons of non-disclosure while proposing for insurance and /or lodging any fraudulent claim .

14.7 You may cancel this insurance 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 Policy 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

### 15. Discounts:

5% family discount shall be offered if 2 or more than 2 of any of the Dependant family members are covered under a single policy. The family discount will be offered for both new policies as well as for renewal policies

### 16. Revision/ Modification of the policy:

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

### 17. Withdrawal of Policy

There is possibility of withdrawal of this product at any time in future with appropriate approval from IRDA, as We reserve Our right



to do so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this product, at the time of Your seeking renewal of this Policy, You can choose, among Our available similar and closely similar Health insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA.

Provided however, if You do not respond to Our intimation regarding the withdrawal of the product under which this Policy is issued, then this Policy shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You and also subject to Portability condition.

## 18. Arbitration

- 18.1 If any dispute all 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 party to the dispute / difference and the third arbitrators to be appointed by such two arbitrator and arbitrations shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Law of the arbitrations will be Indian law, and the seat of the arbitration and venue for all sharings shall be within India.
- 18.2 It is clearly agreed and understood that no difference or disputes 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.
- 18.3 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.
- 18.4 If these arbitration provision are held to be invalid, then such all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

## 19. Governing Law

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

## 20. Entire Contract

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

## 21. Territorial Limits

This Policy covers an insured event arising, occurring and/or manifesting itself only in India, and the Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

## 22. Grievance redressal procedure: Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

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

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:

Bajaj Allianz General Insurance Co. Ltd  
GE Plaza, Airport Road  
Yerawada, Pune 411006

E-mail -customercare@bajajallianz.co.in

Call :  
1800-225858 (free calls from BSNL/MTNL lines only)  
1800-1025858 (free calls from Bharti users - mobile /landline ) or  
020-30305858

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

Office of the Ombudsman	Name of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI		Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664  Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan

GUWAHATI	Shri D. C. Choudhury	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Shri R. Jyothindranathan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondichery
KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072.  Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
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