## **Bajaj Allianz General Insurance Company Limited**

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Issuing Office:



## **BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY**

## **Policy Wordings**

## **Preamble**

Whereas the Insured described in the Schedule hereto (hereinafter called 'the Insured') by a Proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Bajaj Allianz General Insurance Company Limited (hereinafter called 'the Company') for the insurance hereinafter contained and has paid the premium as stated in the Schedule hereto as consideration for the indemnity hereinafter contained. This Policy records the entire agreement between us and sets out what we insure, how we insure it, and what we expect of you.

## A. 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 feminine wherever the context permits:

#### 1. Accident, Accidental

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

#### 2. Acquired Immune Deficiency Syndrome

Means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immunodeficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Complex).

#### Adventure Sports

Adventure sports (also called action sports, aggro sports, and Extreme sports) are a popular term for certain activities perceived as having a high level of inherent danger. These activities often involve speed, height, a high level of physical exertion, and highly specialized gear such as racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving, Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity, river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters.

#### Age

Means completed years as at the commencement date of the policy.

#### 5. Bajaj Allianz Network Hospitals / Network Hospitals/Network Provider

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.

6. **Burglary** means an act involving the unauthorized entry to or exit from Insured's Home or attempt thereat by unexpected, forcible, visible and violent means, with the intent to commit an act of Theft.

#### 7. Cashless facility

Cashless facility" means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

- 8. Checked-In Baggage shall mean the baggage entrusted by you and accepted by an Airline for domestic transportation for which a baggage receipt is issued to you by the Airline. This also includes the contents of the baggage checked in by you so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board in the aircraft. This shall exclude all the items that are carried/transported under a contract of affreightment.
- 9. Common Carrier means any civilian land or water conveyance or Scheduled Aircraft in each case operated under a valid license for the transportation of passengers for hire.

## 10. Co-Payment

A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

## 11. Condition Precedent

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

#### 12. 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

#### 13. Contents means

- a. Household goods, such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature.
- b. Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables.



#### 14. 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.

15. Damages means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Indian Law.

#### 16. Day Care Centre

Means any institution established for day care treatment of illness and / or injuries or a medical setup 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

- a. Has qualified nursing staff under its employment
- b. Has qualified medical practitioner (s) in charge
- c. Has a fully equipped operation theatre of its own where surgical procedures are carried out
- d. Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

#### 17. 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

#### 18. 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.

19. Dependent Child- Dependent Child refers to a child (natural or legally adopted) and studying at an accredited educational institution, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income

#### 20. 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.

#### 21. Dislocation

A dislocation is a separation of two bones where they meet at a joint. Joints are areas where two bones come together. A dislocated joint is a joint where the bones are no longer in their normal positions.

22. Domestic Staff means any person employed by the Insured solely to carry out domestic duties associated with the Insured's Home, but does not include any person employed in any capacity in connection with any Business, trade or profession.

#### 23. 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.

24. Equipment Failure means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

## 25. 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.

**26. Home** means the Insured's private residence not of Kutcha Construction as shown in the Schedule which is used or occupied solely for domestic purposes by the Insured and his/her Family whether owned or rented.

## 27. 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:

- a. Has qualified nursing staff under its employment round the clock;
- b. 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;
- c. Has qualified medical practitioner(s) in charge round the clock;
- d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.



#### 28. Hospitalization

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 24 consecutive hours.

#### 29. Illness

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

- a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—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.
- 30. Inclement Weather means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier

#### 31. 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.

## 32 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.

33. Insured Journey means a one way journey and/or return journey during the Policy Period to a destination within India by a common carrier/owned vehicle/private vehicle.

#### 34. 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.

35. Kutcha Construction means "Buildings" having walls and/ or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/ canvas/ tarpaulin and the like are treated as "Kutcha" construction.

#### 36. Medical Advise

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

#### 37. 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.

## 38. Medical Practitioner/ Physician/Doctor:

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.

## 39. Medically Necessary

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

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

## 40. Named Insured/ Insured/ Insured Person:

Insured means the persons, or his Family members, named in the Schedule

## 41. Nominee

Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.

## 42. Non-Network

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

## 43. 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.



## 44. Permanent Total Disability

Medical practitioner certified total, continuous and permanent:

- a. Loss of the sight of both eyes
- b. Physical separation of or the loss of ability to use both hands or both feet
- c. Physical separation of or the loss of ability to use one hand and one foot
- d. Loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
- 45. Personal effects means clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables, airline and other transportation tickets.

#### 46. Policy

This Policy Document, the Schedule and the Proposal, declaration and applicable Endorsements under the Policy. The Policy contains the details of the extent of cover available to the Insured, the Exclusions under the cover and the terms, conditions, warranties and limitations.

#### 47. Policy Schedule

Means the policy schedule attached to and forming part of the policy.

## 48. Policy Period

The period between and including the start date and time and end date and time shown in the policy schedule.

## 49. Portable Equipments Means:

- a. Electronic and electrical equipment including, but not limited to, photographic equipment, Audio equipment, video and/or televisual equipment, computers and/or organizers;
- b. Binoculars, spectacles, sunglasses, or the like;

## 50. Post-hospitalization Medical Expenses

Medical Expenses incurred immediately after the Insured Person is discharged from the hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required and
- ii. The inpatient hospitalization claim for such Hospitalization is admissible by the Insurance company.

#### 51. Pre-existing Condition

Means any injury, ailment, condition or related condition/symptom,

i. For which treatment, or medication, or advise, or diagnosis, has been sought or received by Insured Person prior to the commencement of the Cover Period under Certificate of Insurance, or

ii. Which originated or was known to exist by the Insured Person prior to the commencement of the Cover Period under Certificate of Insurance whether or not treatment, or medication, or advice, or diagnosis was sought or received.

## 52. Pre-hospitalization Medical Expenses

Medical Expenses incurred immediately before the Insured Person is hospitalized, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

## 53. Professional Sports

Means a sport which is the primary livelihood earning of the player,

54. Property Damage means actual physical damage to tangible material property belonging to a third party.

#### 55. Proposal and Declaration Form

Means any initial or subsequent declaration made by the Insured Person and is deemed to be attached and which forms a part of this Policy

#### 56. 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.

## 57. 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

58. Reasonable Additional Expense means any expense for purchase of another travel ticket for commencement of travel which was necessarily incurred as a result of an insured peril less the refund amount received on cancellation of the original ticket.

#### 59 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.

**60.** Robbery: In all robbery there is either theft or extortion. When theft is robbery.—Theft is "robbery" if, in order to the committing of the theft, or in



committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender, for that end, voluntarily causes or attempts to cause to any person death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint. When extortion is robbery.

Extortion is "robbery" if the offend-er, at the time of committing the extortion, is in the presence of the person put in fear, and commits the extortion by putting that person in fear of instant death, of instant hurt, or of instant wrongful restraint to that person or to some other person, and, by so putting in fear, induces the person so put in fear then and there to deliver up the thing extorted.

#### 61 Room Rent

Room Rent shall mean the amount charged by a hospital for the occupancy of a bed on A per day (24 hours) basisand shall include associated medical expenses.

- **62. Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.
- **63. Strike** means any labor disagreement which interferes with the normal departure and arrival of a Common Carrier, and is defined as legal by the relevant authorities.

#### 64. 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.

#### 65. Sum Insured

Means the sum as specified in the Schedule to this Policy against the name of Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy

- 66. Terrorism: An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 67. Theft means whoever intending to take dishonestly any moveable property out of the possession of the Insured without Insured's consent, moves that property in order to such taking with the intention to permanently deprive the Insured of that property is said to commit theft.
- **68. Unproven/ Experimental treatment-** Unproven/ Experimental treatment is treatment, including drug experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.

## 69. Valuables means:

- a. Watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
- b. Gold or silver or any precious metals or articles made from any precious metals; deeds, ATM Cards, debit cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money,cash, securities or any other negotiable instrument.
- 70. You, Your, Yourself/ Your Family named in the schedule means the person or persons that We insure as set out in the Schedule
- 71. We, Us, Our, Ours means the Bajaj Allianz General Insurance Company Limited.

## **B. OPERATIVE PARTS**

## **BASE COVER:**

What we will pay for

## **SECTION I: PERSONAL ACCIDENT COVER**

## A. DEATH

If during the Policy Period, the Insured Person sustains Accidental Bodily Injury which directly and independently of all other causes results in Death of the insured person within twelve (12) months from the Date of accident, then the Company agrees to pay the Sum Insured stated in the Section I of the Policy Schedule, to the Insured Person's Nominee or legal representative,.

## B. PERMANENT TOTAL DISABILITY



If during the Policy Period, the Insured Person sustains Accidental Bodily Injury which directly and independently of all other causes results in permanent total disability within twelve (12) months from the Date of accident, then the Company agrees to pay the sum insured stated in the Section Iof the Policy Schedule, to the Insured Person's Nominee or legal representative.

For the purpose of this cover, Permanent Total Disability shall mean either of the following:

- Loss of the sight of both eves
- ii. Physical separation of or the loss of ability to use both hands or both feet
- iii. Physical separation of or the loss of ability to use one hand and one foot
- iv. Loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

#### **Additional Benefits:**

If claim under Section I A): Death or Section I B): Permanent Total Disability of the insured person is accepted, then the company will pay the following additional benefit which will be over and above the Sum Insured specified under the respective sections:

#### i) CHILD EDUCATION BONUS

If the company has accepted a claim under Section I A): Death or Section I B): Permanent Total Disability then the company will make an additional onetime payment of 2% of Sum Insured specified under Section I, per dependent child towards the Cost of Education of up to two of your dependent children who were under the age of 21 and who were studying at the date you met with the Accidental Bodily Injury.

## **Specific Conditions:**

The dependent child/children must be studying at an accredited educational institution on the date the Insured met with an Accidental Bodily Injury. The age of dependent child or children should not exceed 21 years.

Our liability to make payment to you for one or more of the events described under Section I: Personal Accident Cover (A): Death due to accidental bodily injury, or B): Permanent Total Disability due to accidental bodily injury), would be limited to the sum insured as specified under Section I.

#### **OPTIONAL COVERS:**

On payment of additional premium the Insured may opt for any one or more of the following optional covers available under the plan chosen by him.

#### **OPTIONAL COVER I: ACCIDENTAL HOSPITALIZATION EXPENSES**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to cover the Insured Person, if he/ she is Hospitalized for a minimum period of 24 hours on the advice of a Doctor/ Medical Practitioner because of Accidental Bodily Injury sustained during the Policy Period, then the Company will pay the In-patient Treatment- Medical Expenses for the below listed items up to the Sum Insured stated under the heading 'Accidental Hospitalization Expenses', in the Policy Schedule, subject otherwise to all other terms, conditions and exclusions of the Policy.

- Room rent, boarding expenses
- Nursing
- Intensive care unit
- Consultation fees
- Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- Medicines, drugs and consumables,
- Diagnostic procedures,
- The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure.
- Physiotherapy expenses as recommended by the treating Doctor

## Day Care procedure coverage:

Waiver of 24 hours hospitalization would be considered under Accidental Hospitalization Expenses for the surgeries/procedures due to technological advancement provided such procedures comply with the standard definition of Day Care Centre and Day Care treatment mentioned in the Policy definitions.

If the claim under Accidental Hospitalization Expenses (including day care procedure) due to Accident of the Insured Person is accepted, then the Company will also pay below expenses:

#### **Pre Hospitalization**

If the Company has accepted an inpatient Hospitalization claim under Accidental Hospitalization Expenses then the Company will also reimburse the Medical Expenses incurred during the 5 days immediately before the Insured Person was hospitalized for Accidental Bodily Injury, provided that such Medical Expenses were incurred for the same injury for which subsequent Hospitalization was required.

## Post-Hospitalization

If the Company has accepted an inpatient Hospitalization claim under Accidental Hospitalization Expenses then the Company will also reimburse the Medical Expenses incurred during the 30 days immediately after the Insured was discharged post Hospitalization provided that, such costs are incurred in respect of the same injury for which the earlier Hospitalization was required.

## ADDITIONAL BENEFIT:

## 24 HOURS ASSISTANCE

If we have accepted a claim under Accidental Hospitalization Expenses then we will provide assistance to you for arranging the following services, the cost of which shall be borne directly by you:



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## BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY

- Medical Referrals
- **Medical Evacuation**
- Medical Advises
- Arrangement for Ambulance

#### Specific Exclusion Applicable to Accidental Hospitalization Expenses Cover:

- Any Hospitalization for an existing disability from a previous Accident which has occurred prior to the first inception of this Policy.
- Any stay in Hospital for an Injury due to Accident without undertaking any treatment.
- Any Hospitalization for Accidental Injury aggravated by an existing disability or pre-existing illness / condition / injury. 3.
- 4. Any Hospitalization due to an Accidental Injury where the treatment is undertaken by a family member and self-medication or any treatment that is not scientifically recognized.
- 5. Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- Vitamins and tonics unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner. 6.
- Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to Accident or as a part of any Injury. 7.
- Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils. .
- 9. Any other medical or surgical treatment except as may be necessary solely as a result Injury.
- Any treatment taken outside India. 10
- 11. Whilst engaged in adventure sports unless opted for adventure sports benefit.
- 12. Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring hospitalization.
- 13. Experimental, unproven or non-standard treatment.

## **OPTIONAL COVER II: HOSPITAL DAILY ALLOWANCE**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to cover the Insured Person's sustained Accidental Bodily Injury during policy period which directly and independently of all other causes results in Hospitalization then the Company will pay per day benefit amount for the period of Hospitalization and the per day benefit would be as specified under the Policy Schedule for a maximum period of 5 days per Policy Period, subject otherwise to all other terms, conditions and Exclusions of the Policy.

## Specific condition:

Claim for Hospital Daily Allowance shall be considered only if claim under Accidental Hospitalization Expenses is admissible

#### Specific Exclusion Applicable to Hospital Daily Allowance:

- Any Hospitalization for an existing disability from a previous Accident which has occurred prior to the first inception of this Policy.
- Any stay in Hospital for an Injury due to Accident without undertaking any treatment.
- 3. Any Hospitalization for Accidental Injury aggravated by an existing disability or pre-existing illness / condition / injury.
- Any Hospitalization due to an Accidental Injury where the treatment is undertaken by a family member and self-medication or any treatment that is not 4. scientifically recognized.
- 5. Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- Vitamins and tonics unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner. 6.
- Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to Accident or as a part of any Injury. 7.
- Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils...
- Any other medical or surgical treatment except as may be necessary solely as a result of Injury. 9.
- 10. Any treatment taken outside India.
- 11. Whilst engaged in adventure sports unless opted for adventure sports benefit.
- 12. Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring hospitalization.
- 13. Experimental, unproven or non-standard treatment.

#### **OPTIONAL COVER III: EMERGENCY MEDICAL EVACUATION**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Policy is extended to cover the following:

- If due to an Accidental Bodily Injury sustained by the Insured Person during the Policy Period, the Insured Person has been transferred to the nearest hospital from the spot of Accident by an ambulance service offered by a healthcare or ambulance service provider, the Company will reimburse the actual expenses incurred for air or road ambulance services.
- The Company will also reimburse the expenses incurred on an ambulance offered by a healthcare or ambulance service provider for transferring the Insured Person from the Hospital where he/ she was admitted initially to another hospital with higher medical facilities in the same city/town/village and/or to a hospital in the Insured's hometown or place of residence provided the treating doctor certifies that the severity or the nature of insured's Injury warrants his/her transfer to another hospital and provided such transfer has been prior approved by the company.
- Provided that the maximum amount payable by the Company in respect of (a) and (b) together or singly shall not exceed the Sum Insured stated in the Policy Schedule against this cover, subject otherwise to all other terms, conditions and Exclusions of the Policy.

## **Specific Conditions:**

- Expenses for Road and air ambulance transportation are restricted within India Only.
- Return transportation to the Insured's home by ambulance After the discharge from hospital is excluded
- All Transportation arrangements made for evacuating insured must be by the most direct and economical route possible. c.
- d Claim under Emergency Medical Evacuation shall be considered only if claim under Accidental Hospitalization Expenses is admissible
- Claim under Emergency Medical Evacuation arising out of accidental hospitalization for treatment of injuries sustained whilst engaged in adventure sports will be admissible only if the adventure sports benefit optional cover and accidental hospitalization expenses cover has been opted by the insured.



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## BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY

#### **OPTIONAL COVER IV: PERSONAL LIABILITY**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the insured up to the Sum Insured specified in the Schedule against any legal liability incurred by the insured in his/her private capacity to pay Damages for third party civil claims arising out of Accidental Bodily Injury or Accidental Property Damage occurring during the journey undertaken during policy period. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

- No Deductible shall be applicable in respect of the legal liability incurred by the Insured in his/her private capacity to pay Damages for third party Accidental Bodily Injury.
- The Insured shall: b.
- Give immediate written notice to the Company to the address specified in the Schedule, and i.
- Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Company, which shall be entitled (but in no case obligated) at any time to take over and conduct in the name of the Insured the defense and/or settlement of any action or claim and shall be entitled at all times to receive the Insured's cooperation and assistance and to appoint lawyers on the Insured's behalf. Any and all costs and expenses incurred by the Company or the lawyers appointed by the Company shall be a first charge on the Sum Insured hereunder.
- The Company shall not settle any claim without the express consent of the Insured, but if the Insured refuses an available settlement recommended by the Company's liability shall thereafter be restricted to the amount by which the claim could have been settled.

#### Specific Exclusion Applicable to Personal Liability

The Company shall not be under any liability to make payment for Claims arising out of:

- The Insured's liability to any employee (whether under a contract of or for services);
- Bodily Injury to and/or Property Damage to property belonging to the Insured's Family, any co-worker of the Insured, and any travelling companion of 2. the Insured:
- 3. Any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
- Livestock belonging to the Insured or in the Insured's care, custody or control; i.
- ii. Any willful, malicious, criminal or unlawful act, error, or omission;
- The pursuit of any trade, business of profession, employment or occupation;
- The ownership, possession or use of vehicles, aircraft, or watercraft;
- Whist engaged in adventure sports unless insured has taken the adventure sports optional cover ٧.
- The use of firearms or any other dangerous or hazardous activity; vi.
- The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction;
- viii. The supply of goods or services;
- Any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- Any professional liability arising out of the insured's profession/activities.
- We shall not be liable for any payment under this cover until the Indian court provides judgment or awards with regards to third party civil claims arising out of Accidental Bodily Injury or Accidental Property Damage.

## **OPTIONAL COVER V: REPATRIATION OF REMAINS**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the claimant reasonable expenses, in event of the Insured's Death as a result of accidental injury occurring during the Policy Period, for repatriation of the remains of the insured's body to the place of residence in India stated in the policy document or the expenses incurred for the burial or cremation of the Insured in the place where the death has occurred subject to a maximum of the Sum Insured as stated in the policy schedule and Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## **Specific Conditions**

- All Repatriation of Remains arrangements must be approved in advance by Us.
- Reasonable expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation. b.

#### Specific Exclusion Applicable To Repatriation of Remains

- 1. Death on account of all injuries that are existing at the time of commencement of this policy or any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.
- 2. Death on account of treatment of any Sickness or disease or surgery of any kind except surgery as a result of accidental bodily injury.
- Death on account of Intentional self-injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol) 3.
- 4. Death on account of any claim directly or indirectly caused by or contributed to by nuclear weapons and/or materials.
- Experimental, unproven or non-standard treatment. 5.
- 6. Treatment for any other system other than modern medicine (also known as Allopathy)
- Accidental Bodily Injury that the Insured meets with:
- a. Through deliberate or intentional, unlawful or criminal act, error, or omission.
- Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- As a result of any curative treatments or interventions that you carry out or have carried out on your body. c.
- d. Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
- 8. Insured's consequential losses of any kind or your actual or alleged legal liability.



#### **OPTIONAL COVER VI: TRIP CANCELLATION**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the insured, subject to Sum Insured shown in the schedule and subject to all other terms and conditions, limitations and exceptions for the difference between the cost of original ticket and the refund amount received, following the necessary and unavoidable cancellation of the Journey during policy period because of:

- i. Death of insured or his/herfamily member 7 days prior to the trip start date
- ii. Serious injury or sudden sickness resulting in hospitalization of insured or his/her family member 2 days prior to the trip start date.
- iii. Inclement Weather conditions like Storm, flood, Hurricanes, or Natural Disaster on the trip start date at the place of origin of travel or the place of destination.

For the purpose of this Section Family means Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers, Sisters residing with the Insured at the address stated in the Schedule.

#### Specific Exclusion Applicable To Trip Cancellation

However, the company will not pay for any loss of ticket charges in respect of:

- 1. A deductible of Rs.500 for each and every claim.
- 2. Any trip which is cancelled as a result of the insured or any other person with whom he/she have arranged to travel with failing to check-in in time as required by the airline or report in time at the place of departure of the common carrier due to which the Insured is unable to undertake the journey.
- 3. Any trip cancellation caused by strike or industrial action known to exist or was anticipated at the time the trip was booked

## **OPTIONAL COVER VII: EMERGENCY HOTEL EXTENSION**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify for claims made in respect of the cost of emergency hotel extension of the Insured and his\her family members during the policy period under the following circumstances:

- A. The Insured and his family members are unable to travel on the Scheduled Date of Departure from the destination place to the place of origin as the insured or his family member has sustained an accidental injury during the policy period which requires hospitalization due to which the date of departure from the destination place to the place of origin has been postponed to another date.
- B. The expenses payable under this clause will be the reasonable expenses incurred towards the cost of Hotel accommodation of the insured and his family members only from the date of original departure to the revised date of departure or the expiry of three days from the date of original departure of the insured whichever is earlier.

For the purpose of this Section, family member shall mean parents, spouse and children. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## **Specific Conditions**

- a. It is agreed and declared that this benefit shall be extended only if the Insured or his family member is hospitalized due to accidental bodily injury during the insured journey.
- b. The Company's Liability in respect of this cover shall be limited to the actual expenses of Hotel accommodation or the Sum Insured mentioned in the Policy Schedule whichever is less.

#### **OPTIONAL COVER VIII: MISSED CONNECTION**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the insured for Reasonable Additional Expenses for Missed Connection during the policy period, subject to the maximum Sum Insured shown in the Policy Schedule, if

- A. The aircraft on which You have booked to travel within India is delayed beyond 6 hours than the original scheduled arrival time at the destination of the connecting flight/train resulting in You missing the connecting flight/train.
- B. The train on which You have booked to travel within India is delayed beyond 12 hours than the original scheduled arrival time at the destination of the connecting train/flight resulting in You missing the connecting train/flight

Provided the missed connection should have occurred due to the following reasons:

- 1. Delay of a Scheduled Aircraft or train caused by Inclement Weather; or
- 2. Delay due to a Strike or other job action by employees of Airlines or railways scheduled to be used by the Insured during his/her Trip; or
- 3. Delay caused by Equipment Failure of a Scheduled Aircraft or train including derailment of train.
- 4. Delay caused if the Scheduled Aircraft or train is taken out of service due to technical reasons on the instructions of the civil aviation authority or railway authority or similar authority.
- 5. Delay of scheduled aircraft or train caused by an act of terrorism

For the purpose of this optional cover, train shall mean only super-fast express trains.

## Specific Exclusion Applicable to Missed Connection

However, the company will not pay for

- 1. Any missed connection due to above reasons which was made public or known to the Insured prior to the purchase of this Policy.
- 2. For any missed connection as a result of the insured or any other person who have arranged to travel with failing to check-in in time as required by the airlines or report in time at the place of departure of the common carrier
- 3. For any missed connection caused by strike or industrial action known to exist or was anticipated at the time the trip was booked



#### OPTIONAL COVER IX: HOME BURGLARY INSURANCE

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to you for claims made in respect of loss of or damage to contents of your home in India located at the address mentioned in the policy schedule caused by actual or attempted Burglary and/or Robbery after the commencement of the Journey during the policy period.

The cover incepts from the date you leave for the Journey and ends on the expiry date of the policy or date of return whichever is earlier as mentioned in the schedule.

Our liability will be limited to the Sum Insured specified in the schedule.

#### Specific condition

Insured should intimate the company within 48 hours of the Burglary and/or Robbery incident.

## Specific Exclusion Applicable to Home Burglary Insurance

The Company shall not be liable for any loss or damage:

- 1. If Insured's Home is occupied by the Insured's and/or his Family's power of attorney /care taker/ employee and/or his Domestic Staff during the policy period.
- 2. If the insured's home mentioned in the policy schedule is rented to others or used by other.
- 3. If the Insured, his Family and/or his Domestic Staff is directly and/or indirectly in any way involved in or concerned with the actual or attempted Burglary.
- 4. If any loss or damage is caused to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery, valuables, ATM or credit cards

For the purpose of this Section Family shall mean the Insured, Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers and Sisters and other near relatives residing with the Insured at the premises stated in the Schedule. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

#### **OPTIONAL COVER X: BOUNCED HOTEL**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to reimburse the cost of Additional expenses incurred on account of denial of hotel services by the suppliers with whom the insured had booked the hotel services on confirmed basis during the policy period. The additional expenses shall include:

- 1) Transportation to the alternative hotel,
- 2) Cost of up gradation to a superior class of hotel if required,

Provided the company's liability shall not exceed the Sum Insured stated in the policy schedule in respect of the optional cover. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## OPTIONAL COVER XI: COMPASSIONATE VISIT BY A FAMILY MEMBER

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to provide the actual cost of economy class transportation by the most direct route via a common carrier of a family member to the city/town/village where the insured person has been hospitalized following an accident during the during the policy period subject to the maximum of the Sum Insured stated in the policy schedule against this cover.

For this purpose, family member shall mean spouse, parent, Children above age of 18 years, sibling and in laws of the insured.

The claim would be triggered under this section provided we have paid the claim for Accidental hospitalization Expenses for the insured person.

Subject otherwise to all other terms, conditions and Exclusions of the Policy.

## **OPTIONAL COVER XII: DELAY OF CHECKED BAGGAGE**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the insured up to the Sum Insured specified in the Schedule in respect of his/her emergency purchase of toiletries, medication and clothing to replace those contained in the Checked Baggage, the arrival of which is delayed by more than 6 hours beyond the time of your arrival at the intended destination within India during the policy period.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## **Specific Conditions**

- a. In the event of a claim, you have to submit the Invoice for the Items Purchased.
- b. All claims must be verified by the Airline who must certify the delay or misdirection.
- c. It is a condition precedent to the Company's Liability hereunder that upon discovering the delay in arrival of the Checked Baggage you shall obtain written non-delivery confirmation from the Airline along with the period of delay, which must be submitted to the Insurance Company / Claims Administrator in the event of a Claim.
- d. In case of more than one claim during the journey, the Company's liability in all claim put together will be restricted to the Sum Insured specified in the Policy Schedule. The time deductible of 6 hrs will apply separately for every claim.

## Specific Exclusion Applicable to Delay of Checked Baggage

1. The Hand baggage/ cabin baggage stored in the cabin hold is specifically excluded from the policy coverage.



- 2. Damages to baggage or missing of contents from the baggage is not covered under the policy.
- 3. The Company shall be under no liability to make payment hereunder in respect of any Claim for valuables, Equipments, instruments in the baggage are excluded from the scope of the policy.

#### **OPTIONAL COVER XIII: LOSS OF CHECKED BAGGAGE**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify the insured upto the Sum Insured specified in the Schedule in respect of the complete and permanent loss or destruction of your Checked Baggage during the policy period, save that the company may, in its sole and absolute discretion, opt to reinstate or replace the Checked Baggage as an alternative to making payment to the Insured hereunder. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

#### **Specific Conditions**

- a. It is a condition precedent to the Company's Liability hereunder that upon discovering the loss of Checked Baggage the Insured shall obtain a relevant property irregularity report from the Airline and submit the same to the Claims Administrator in the event of a Claim.
- b. Maximum Liability per baggage is 50 % of Sum Insured specified against this Optional Cover in the policy schedule.
- c. Any one item lost in respect of which the Claim exceeds 50% of the Sum Insured per Baggage must be supported by documentation evidencing the Insured's ownership of the same, and such documentation to be submitted to the Claims Administrator in the event of a Claim. In absence of documentation evidencing the Insured's ownership our liability will be restricted to 10% of Sum Insured against this Optional Cover specified in the policy schedule or actual cost of the item(s) whichever is lower.
- d. The Company's liability to make payment shall not arise until liability is admitted and compensation is given by the Airline.
- e. The Company's payment to the Insured will be reduced by any sum for which the Airline is liable to make payment.

## Specific Exclusion Applicable to Loss Of Checked Baggage

- 1. The Hand baggage / cabin baggage stored in the cabin hold is specifically excluded from the policy coverage.
- 2. Damages to baggage or missing of contents from the baggage is not covered under the policy.
- 3. The Company shall be under no liability to make payment hereunder in respect of any Claim for valuables, Equipments, instruments in the baggage.

#### **OPTIONAL COVER XIV: TRIP CURTAILMENT**

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to indemnify You the reasonable additional expenses incurred following necessary curtailment (Shortening and / or alteration) of the journey during the policy period resulting in your having to directly return to the hometown, where he/she started his/her Journey, subject to the maximum Sum Insured shown in the Policy Schedule, due to:

- 1. The aircraft which the Insured boarded as a passenger is hijacked.
- 2. Death of the Insured's spouse, parents, parent in laws or child residing with you and who is not travelling with the Insured during policy period
- 3. Serious injury or sudden sickness of Insured's spouse, parents, parent in laws or child residing with the Insured and who is not travelling with the Insured on the insured journey, leading to Emergency Hospitalization in any Critical Care Units of Hospital within policy period.
- 4. Due to natural disaster which has prevented the Insured from continuing with the scheduled trip not known to exist or in public prior booking of trip within policy period
- 5. Due to unexpected strike, riot or Civil commotion at place of visit other than the Insured's hometown which leads to the curtailment of the trip within policy period
- 6. Sickness or accidental Injury of the Insured or Insured's Traveling Companion warranting minimum 48 hours of hospitalization at any place other than Insured's hometown resulting in the curtailment of the trip under medical advice of the attending Physician within policy period
- 7. Death of the Insured or Insured's Traveling Companion at any place other than Insured's hometown resulting in the curtailment of the trip within policy period

For the purpose of this Cover Travelling Companion shall be a Family Member and shall include Spouse, Children, Parents, Parents in Law, Grand Parents, and siblings.

## **Specific Conditions:**

a. This coverage is effective if the incident occurs within the Operative Time mentioned in the Policy Schedule and only if the Insured was unaware of any circumstances that could lead to disruption of his/her trip at the time of purchasing this policy.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## OPTIONAL COVER XV: TRIP DELAY BY SCHEDULED AIRCRAFT

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to reimburse the reasonable charges incurred for meals and lodging which are not provided by the Airline free of charge, if the aircraft on which You have booked to travel with in India is the delayed beyond 6 hours than the original scheduled departure time during the policy period due to the following perils:

- 1. Delay of a Scheduled Aircraft caused by Inclement Weather; or
- 2. Delay due to a Strike or other job action by employees of Aircraft scheduled to be used by the Insured during his/her Insured Journey; or
- 3. Delay caused by Equipment Failure of a Scheduled Aircraft.
- 4. Delay caused if the Scheduled Aircraft is taken out of service due to technical reasons on the instructions of the civil aviation authority.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.



#### Specific Exclusion Applicable to Trip Delay By Scheduled Aircraft

However, the company will not pay for

- . Any delay due to an insured peril which was made public or known to the Insured prior to the purchase of this Policy.
- 2. For any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.

#### OPTIONAL COVER XVI: LOSS OF BAGGAGE

In consideration of payment of additional premium by the Insured to the Company, it is hereby agreed and declared that Bajaj Allianz Bharat Bhraman Insurance Policy is extended to cover loss of baggage of the Insured due to theft, larceny, robbery or hold up during the journey during policy period.

#### **Specific Condition:**

It also hereby agreed and declared that the Insured shall bear a co-payment of 10% of the admissible claim amount in respect of each and every claim.

#### Specific Exclusions applicable to Loss of Baggage

- 1. Any event occurring from the Insured Person's negligence, or acting in a non-prudent manner, or leaving personal belongings unattended in a public place.
- 2. Jewellery and Valuables
- 3. Loss or theft which has not been reported to the Police within 24 hours of discovery of loss.
- 4. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or electrical or mechanical derangement of any kind. Loss or damage caused by spilled fluid from cosmetic or beverage containers whilst in the baggage.
- 5. Hired or borrowed property or equipment.
- 6. Property of the Insured Person which has been entrusted to a third party.
- 7. Claims relating to loss, damage or theft/burglary from an unattended vehicle.
- 8. Claims arising from confiscation or detention by customs or other lawful officials and authorities.
- 9. Claims in respect of documents of any kind.
- 10. Loss or damage to or theft of spectacles, sunglasses, contact lenses, suitcases and umbrellas.
- 11. Items which have not been noted on the police report, or Property Irregularity Report
- 12. Liability in respect of a pair or set of articles where we shall be liable only for the value of that part of the pair or set which is lost or damaged.
- 13. Breakage, Cracking or Scratching of Cameras, Binoculars, Lenses, Musical Instruments and similar articles of brittle or fragile nature unless caused by the Insured Peril.
- 14. Loss or damage to Personal belongings left in a vehicle overnight.
- 15. Loss or damage to laptops and mobile phones.
- 16. Loss or damage to software or data or any other material including pictures stored in the Laptops, Mobile Phones, Cameras, I-pads, I-pods etc.
- 17. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- 18. Loss arising out of mysterious disappearance of the personal belongings
- 19. Loss occasioned through the willful act of the Insured or any willful act of any other person with a connivance of the Insured.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Policy.

## **OPTIONAL COVER XVII: ADVENTURE SPORTS BENEFIT**

In consideration of payment of an additional premium at the inception of the Bajaj Allianz Bharat Bhraman Insurance Policy by the Insured to the Company, it is hereby agreed and declared, Section I of the policy is extended to cover Accidental Bodily Injury sustained during the policy period whilst the Insured is engaged in adventure sports in a non-professional capacity and under the supervision of a trained professional which directly and independently of all other causes results in Death or Permanent Total Disability within twelve (12) months of the Date of Injury.

In consequence where of the exclusion no 4 (general exclusions applicable to base cover and optional covers) of the policy stands amended to read as under:

a. Whilst engaging in Adventure Sports except mountaineering, trekking, skiing, water rafting, rappelling, sky diving, parachuting, ballooning, scuba diving and whilst engaged in amusement parkrides, amusement park activities, water park activities

It is hereby agreed and declared that in event of a claim under this optional cover the liability of the company shall be limited to the sum insured under section I.

Subject to all other terms, conditions, exclusions and definitions of the Policy.

## Specific Exclusion applicable to Adventure Sports Benefit

No benefit shall be payable under this optional cover in the event of accidental bodily injury sustained whilst engaged in adventure sports activity resulting in Permanent Partial Disability or Temporary Total Disability.

## **Special Condition**

It is hereby agreed and declared that the insured shall follow/adhere to all safety measures and guidelines laid down by the instructors/trainers/ coaches/ the organization conducting the adventure sports while engaged in the adventure sports.

## C. GENERAL EXCLUSIONS APPLICABLE TO BASE COVER AND OPTIONAL COVERS

We will not be liable to make any payment under this Policy under any circumstances, for any claim directly or indirectly attributable to, or based on, or arising out of, or connected with any of the following:

1. Any Pre-existing Condition(s) and complications arising out of or resulting therefrom;



- 2. Through suicide, attempted suicide (whether sane and insane) or intentionally self-inflicted injury or illness,
- 3. Mental or nervous disorder, anxiety, stress or depression,
- 4. Whilst engaging in Adventure Sports unless specifically insured,
- 5. While under the influence of liquor or drugs, alcohol or other intoxicants,
- 6. Through deliberate or intentional, unlawful or criminal act, error, or omission, participation in an actual or attempted felony, riot, crime, misdemeanour, civil commotion,
- 7. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the India,
- 8. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs,
- 9. As a result of any curative treatments or interventions that you carry out or have carried out on your body,
- 10. Arising out of your participation in any police ,naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic,
- 11. Your consequential losses of any kind or your actual or alleged legal liability.
- 12. Venereal or sexually transmitted diseases,
- 13. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused,
- 14. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these,
- 15. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, or
- 16. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel,
- 17. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment,
- 18. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines;
- 19. Any Claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date.
- 20. No benefit under this policy would be paid under this policy, unless the nature & extent of injury is established medically with appropriate investigation reports & certified by the treating doctor
- 21. Expenses incurred on neck belts, wrist bandages, walking sticks, abdomen belts, CPAP and any other similar external aid /devices, the use of which has been necessitated following an accident.
- 22. Medical Expenses relating to any hospitalization primarily and specifically for diagnostic, X-ray or laboratory examinations and investigations.
- 23. Medical expenses where Inpatient care is not warranted and does not require supervision of qualified nursing staff and qualified medical practitioner round the clock.

# D. STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL COVERS (INCLUDING OPTIONAL COVERS)

#### Reasonable Care

The Insured person shall take all reasonable steps to safeguard against any accident or injury that may give rise to any claim under this policy.

## 2. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

#### 3. Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

#### 4. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

## 5. Notice of charge

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

## 6. Entire Contract - Changes

This Policy, together with the Proposal Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.



## 7. Notification of Changes

It is a condition precedent to Our liability to make any payment under this Policy that You shall give Us written notice immediately of any change in the address, state of health and any other changes affecting You or any Insured Person.

#### 8. 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.

#### 9. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

#### Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

#### 11. Territorial Limits

a. Following covers are restricted to within India Only:

Section I: PERSONAL ACCIDENT COVER

Optional Cover I: ACCIDENTAL HOSPITALIZATION EXPENSES

Optional Cover II: HOSPITAL DAILY ALLOWANCE

Optional Cover III: EMERGENCY MEDICAL EVACUATION

Optional Cover IV: PERSONAL LIABILITY

Optional Cover V: REPATRIATION OF REMAINS

Optional Cover VI: TRIP CANCELLATION

Optional Cover VII: EMERGENCY HOTEL EXTENSION

Optional Cover VIII: MISSED CONNECTION

Optional Cover IX: HOME BURGLARY INSURANCE

Optional Cover X: BOUNCED HOTEL

Optional Cover XI: COMPASIONATE VISIT BY A FAMILY MEMBER

Optional Cover XII: DELAY OF CHECKED BAGGAGE

Optional Cover XIII: LOSS OF CHECKED BAGGAGE

Optional Cover XIV: TRIP CURTAILMENT

Optional Cover XV: TRIP DELAY BY SCHEDULED AIRCRAFT

Optional Cover XVI: LOSS OF BAGGAGE

Optional Cover XVII: ADVENTURE SPORTS BENEFIT

b. Our liability to make any payment shall be to make payment within India and in Indian Rupees only

## 12. Consideration

The Policy is issued subject to payment of premium in advance. No payment shall be valid unless made under our official receipt. The cover shall not be valid prior to the date and time of receipt of premium.

## 13. Automatic Termination of Cover for Insured Person

The cover for the Insured Person shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage Death or Permanent Total Disability.

#### 14. 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,

- a. a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges and if the risk has not commenced
- b. If the risk has commenced the stamp duty charges, medical examination charges & proportionate risk premium for period on cover would be deducted.
- c. Where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

Free Look period is not applicable for renewal policies.

## 15. 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

## 16. Contribution in case of Multiple Policies



(Applicable only to indemnity sections under the Policy)

If You or any of Your family members covered under the Policy hold two or more policies from one or more insurers to indemnify treatment costs, we will not apply the Contribution clause, and You will have the right to require a settlement of Your claim in terms of any of the policies You or Your family members hold with any Insurer.

- a) In all such cases if You or Your family members covered choose to claim under our Policy then we shall settle the claim without insisting on the Contribution clause as long as the claim is within the limits of and according to the terms of the Policy.
- b) If the amount claimed under our Policy exceeds the sum insured after considering the Deductibles or Co-Payment, then You shall have the right to choose other concurrent insurers by whom the claim can be settled. In such cases, we will settle the claim with Contribution clause.

#### 17. Cancellation

- a. Policies taken for short period duration of less than 12 months can be cancelled prior to start date of the policy. It cannot be cancelled after the start date. Upon cancellation, the Company shall deduct 10% of the premium amount received as administration charges and refund the balance amount.
- b. Annual policies, may be cancelled any time by the Insured by giving 15 days' notice to the company in which case the insured would be entitled for refund of premium on short period basis as per the following scale:

Period in Risk	Premium Refund
Within 15 Days	Pro Rate Refund
Exceeding 15 days but less than 2 months	70.00%
Exceeding 2 months but less than 4 months	55.00%
Exceeding 4 months but less than 6 months	40.00%
Exceeding 6 months but less than 8 months	25.00%
Exceeding 8 months but less than 10 months	10.00%
Exceeding 10 months but less than 12 months	0.00%

- c. The Company may cancel this insurance by giving at least 15 days written notice, and if no claim has been made then the Company shall refund a pro-rata premium for the unexpired Policy Period.
- d. Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured.
- e. However, if any claim has been made then no refund will be given for cancellation of policy.

## 18. Making a Claim:

## Reimbursement Claim Procedure of All Sections

If the Insured Person meets with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a. Policyholder or the Insured Person or someone claiming on his/her behalf must inform us in writing immediately and in any event within 30 days from the date of the accident and submit all documents to us within 30 days from the date of intimation.
- b. Insured Person must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. Insured Person must take reasonable steps to lessen the consequence of Bodily injury.
- d. Insured Person should allow examination by our medical advisors if we ask for this.
- e. Policyholder or Insured Person or someone claiming on his/her behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f. In case of the Insured Person's death, someone claiming on his/her behalf must inform us in writing immediately and send us a copy of the post mortem report (if conducted) within 30 days.

\*Note: Waiver of conditions (a) and (f) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured Person was placed, it was not possible for the Insured Person or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.

#### List of Claim documents:

## List of Claim documents for Death

- Duly Completed Claim Form signed by Nominee of the Insured Person.
- Copy of address proof (Ration card or electricity bill copy).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).
- NEFT details & cancelled cheque of the Nominee/Claimant
- Original Policy copy

#### List of Claim documents for Permanent Total Disability

- Duly Completed Claim Form signed by Insured Person.
- Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability.
- Attested copy of FIR. (If required)



B BAJAJ Allianz (ii)

## **BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY**

- All X-Ray / Investigation reports and films supporting to disability.
- NEFT details & cancelled cheque of Insured Person.
- Original Policy copy.

#### List of Claim Document Specific to Children's Education Benefit

• Bonafide certificate from school / college or certificate from the educational institution

#### List of Claim Documents Specific for Accidental Hospitalization Expenses

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Proof of Payment to hospital.
- All original Laboratory and Diagnostic Test Reports. E.q. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- Other documents as may be required by the Company to process the claim

## List of Claim Documents Specific to Hospital Daily Allowance

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card

## List of Claim Documents Specific to Personal Liability

- Claim Form (to be filled and signed by insured)
- Detailed self-explanatory note stating scenario arises in to third party loss
- Court order or any judicial order received against the compensation.
- Invoices / Bills supporting the claim amount
- Original Paid receipts if paid (hardcopy) in case of reimbursement claim
- NEFT Form and Cancelled cheque stating insured's / Claimant Indian Bank account details

## List of Claim Documents Specific to Repatriation of Remains

- Claim Form (to be filled and signed by Nominee)
- Original Paid receipts (hardcopy) in case of reimbursement claim
- Death certificate/Post Mortem report/ Certificate of embalmment in case its conducted
- Medical records/ indoor cash paper summary in case of accidental hospitalization.
- NEFT Form and Cancelled cheque stating nominee's Indian Bank account details (for reimbursement claim.)

#### List of Claim Documents Specific to Trip Cancellation

- Claim Form (to be filled and signed by insured)
- Hospitalization discharge summary/consultation papers of insured/family members (if applicable)
- All bills and payment receipts towards cancellation of ticket.
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details.
- Death certificate in case of death if applicable

#### List of Claim Documents Specific to Emergency Hotel Extension

- Documents proving the reasons for cancellation of the Extension of hotel stay
- Receipt showing amount paid for extension of hotel stay.
- Duly Completed Claim Form signed by Insured Person
- Original Policy copy

## List of Claim Documents Specific to Missed Conection

- Claim Form (to be filled and signed by insured)
- Letter from the airlines/railways stating reason for delay and duration of delay.
- Ticket Itinerary
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details
- Bills/invoices and receipt raised against the reasonable additional expenses.

## List of Claim Documents Specific to Home Burglary Insurance

- Claim Form (to be filled and signed by insured)
- Covering Letter detailing full statement of the facts of the incidence of theft.
- Copy of FIR (filed with the local police authorities)
- Details of local investigation and survey of loss in case carried out by insured.
- Details of any insurance covering same loss
- In case the Claim exceeding Rs.7500/- or other currency equivalent per article must be supported by documentation evidencing the Insured's ownership
  of the same.
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details



B BAJAJ Allianz (ii)

## BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY

#### List of Claim Documents Specific to Bounced Hotel

- Claim Form (to be filled and signed by insured)
- Proof of confirmed hotel booking Details
- Letter from Hotel mentioning reason for non-accommodation and compensation received if any
- Bills/invoices and receipt raised against the accommodation or transportation
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details

#### List of Claim Documents Specific to Compassionate Visit by a Family Member

- Original travel tickets / bills and receipts mentioning the actual expenses of the travel with the date of booking & date of travel
- Duly completed claim form signed by the Claimant
- Hospital Discharge summary

#### List of Claim Documents Specific to Delay of checked baggage

- Claim Form (to be filled and signed by insured)
- Copies of Boarding Pass/Ticket/Baggage Tags.
- Copies of correspondence with the Airline authorities/others certifying the delay & actual date and time of delivery of baggage.
- PIR report (Property Irregularity Report) (to be obtained from the airline authorities).
- Ticket Itinerary

## List of Claim Documents Specific to Loss of Checked Baggage

- Claim Form (to be filled and signed by insured)
- PIR report (Property Irregularity Report) (to be obtained from the airline authorities)
- Letter from the airlines accepting the liability for loss
- Proof of compensation received form airlines
- Proof of items valued more than 50% of the Sum Insured per Baggage.
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details

## List of Claim Documents Specific to Trip Curtailment

- Claim Form (to be filled and signed by insured)
- Hospitalization discharge summary/consultation papers of insured/family member if applicable.
- All bills and payment receipts.
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details.
- Death certificate in case of death

## List of Claim Documents Specific to Trip Delay by Scheduled Aircraft

- Claim Form (to be filled and signed by insured)
- Letter from the airlines stating reason and duration of delay.
- Ticket Itinerary
- NEFT form and Cancelled cheque stating insured's / Claimant Indian Bank account details
- Bills/invoices and receipt raised against the Meals and Lodging.

## List of Claim Documents Specific to Loss Of Baggage

- Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
- Police report (FIR) for Theft, larceny, Robbery and hold up Claims (Kindly note that the loss has to be reported to the police authorities within 24 hours of discovery)
- Police Final Investigation Report for Theft, larceny, Robbery and hold up Claims
- Bills and invoices etc required to support and substantiate the claim amount
- "Property Irregularity Report" from the Carrier Airline.
- Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

## List of Claim Documents Specific to Adventure Sport Benefit

- Certificate of participation from Sports event organizer/service provider
- Amusement Park or Water Park tickets wherever applicable
- Pre participation fitness certificate for Mountaineering, skiing, rock climbing, sky diving and parachuting
- Certificate from the treating physician mentioning the nature of the Injury,
- All Investigation reports
- Discharge summary (If hospitalized)
- Documents as listed for claim under Death / Permanent Total Disability

#### All documents related to claims should be submitted to:

Health Administration Team Bajaj Allianz General Insurance Co. Ltd 2<sup>nd</sup> Floor, Bajaj Finserv Building Viman Nagar, Pune 411014 Toll Free no: 1800 209 5858



Note: If the original documents are submitted with the other insurer, the Xerox copies attested by the other insurer should be submitted.

#### **Cashless Claims Procedure:**

Applicable only for Optional Cover I: Accidental Hospitalization Expenses

Cashless treatment is only available at Network Hospitals. In order to avail of cashless treatment, the following procedure must be followed by You:

- a. Prior to taking treatment and/or incurring Medical Expenses out of any Accidental Injury, at a Network Hospital, the Insured must call Us and request pre-authorization by way of the written form which the Company will provide. Waiver of this condition shall be considered by the company in the event of emergency hospitalization arising out of accidental bodily injury.
- b. After considering the Insured's request and after obtaining any further information or documentation We have sought, the Company may if satisfied send to the Insured or the Network Hospital, an authorization letter. The authorization letter, the ID card issued to the Insured along with this Policy and any other information or documentation that the Company have specified must be produced to the Network Hospital identified in the pre-authorization letter at the time of Insured's admission to the same.
- c. If the procedure above is followed, the Insured will not be required to directly pay for the Medical Expenses raised out of Accidental Bodily Injury, in the Network Hospital that the Company is liable to indemnify under Accidental Hospitalization Expenses Section and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorization does not guarantee that all costs and expenses will be covered. 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. You shall, in any event, be required to settle all other expenses directly.

#### 19. PhysicalExamination

Any medical official or other agent of the company shall be allowed to examine the Insured Person(s) in case of alleged injury or disablement when and as often as may be reasonably be required on behalf of the Company.

#### 20. Paying a Claim

- a. You agree that We shall only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information.
- b. 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.
- c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- d. If We, for any reasons 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 documents. You may take recourse to the Grievance Redressal procedure stated under the Policy.

## 21. Nomination

The insured person is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured person. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.

#### 22. Limitation Period

It being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 23. Fraudulent Claims

If You make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.

## 24. Subrogation

(Applicable for optional Cover I: Accidental Hospitalization Expenses)

The Insured Person and any claimant under this Policy shall do whatever is necessary to enable the Company to enforce any rights and remedies or obtain relief from other parties to which the Company would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Insured Person s indemnification by the Company.

## 25. Arbitration

- a. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that 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 liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- e. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

#### 26. Applicable Law

Indian law governs the construction, interpretation and meaning of the provisions of this Policy and the relationship between us. The section headings in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

#### 27. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 28. 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, as mentioned herein below. Please include our policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call our Branch office.

#### First Step

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.

#### Second Step

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:

## Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd Bajaj Allianz House, Airport Road, Yerawada, Pune 411 006 E-mail: bagichelp@bajajallianz.co.in

## Grievance Redressal Cell for Senior Citizens

Senior Citizen Cell for Insured Person who are Senior Citizens

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

Health toll free number: 1800-103-2529

Exclusive Email address: <a href="mailto:seniorcitizen@bajajallianz.co.in">seniorcitizen@bajajallianz.co.in</a>

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:

Jurisdiction of Office Union Territory, District	Office Details
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
Karnataka	BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in
Madhya Pradesh, Chattisgarh.	BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in



B BAJAJ | Allianz (ii)

## BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY

Orissa	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
Delhi	DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry	HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Rajasthan	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh: 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.	LUCKNOW - 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@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	MUMBAI 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@gbic.co.in



BBAJAJ Allianz (ii)

## **BAJAJ ALLIANZ BHARAT BHRAMAN INSURANCE POLICY**

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	NOIDA 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 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in
Bihar, Jharkhand.	PATNA Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	PUNE 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 - 32341320 Email: bimalokpal.pune@gbic.co.in

Note: Address and contact number of Governing Body of Insurance Council: Secretary General - Governing Body of Insurance Council Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054 Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052, E-mail ID: inscoun@vsnl.net