

Issuing Office :

**SILVER HEALTH**

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

**A Cover**1) *Medical Expenses*

If a *Doctor* advises that it is necessary for *You* to be immediately hospitalised during the *Policy Period* because of accidental *Bodily Injury* or *Illness*, then *We* will indemnify *Your Reasonable and Customary Medical Expenses* incurred as a result of that hospitalisation per Section E below.

2) *Ambulance Expenses*

If *We* accept a claim under Cover A1), then *We* will also indemnify *Your* reasonable costs of being transferred to or between *Hospitals* in the *Hospital's* ambulance or in an ambulance provided by any ambulance service provider to a maximum of Rs.1,000/- per claim.

3) *Medical Check-up*

At the end of every continuous period of 4 years during which each of *You* have held *Our* Senior Citizen policy without making a claim *You* may apply to *Us* for a free medical check up at a *Bajaj Allianz Diagnostic Centre*, the location of which *We* will specify at the time of *Your* application.

**B Definitions**

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

- 1) *Bodily Injury* means physical bodily harm or injury sustained because of an accident occurring during the *Policy Period* for which immediate treatment by a *Doctor* is necessary, but does not include any mental disease or illness or sickness.
- 2) *You, Your, Yourself* means the person or persons that *We* insure as set out in the *Schedule*.
- 3) *We, Our, Ours, Us* means the Bajaj Allianz General Insurance Company Limited.
- 4) *Doctor* means a person who holds a recognised qualification in allopathic medicine, is registered by the medical council of the respective State of India in which he operates and is practicing within the scope of such license.
- 5) *Hospital* means any institution in India established for the indoor medical care and treatment of patients and which either:
  - a) Is registered and licensed as a hospital or nursing home with the appropriate local authorities and is under the supervision of a *Doctor* in attendance 24 hours a day and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the addicted, aged, mentally disturbed or similar institution, or
  - b) Complies with at least the following criteria:
    - i) It has at least 10 inpatient beds;

- ii) It has a fully equipped and functioning operating theatre;
  - iii) It has qualified nursing staff (any person who holds a certificate issued by a recognised nursing council) in attendance 24 hours per day;
  - iv) It has a *Doctor* who is in attendance 24 hours per day;
  - v) It maintains daily medical records for each of its patients.
- 6) *Bajaj Allianz Network Hospitals* means the *Hospitals* which have been empanelled by *Us* as per the latest version of the schedule of *Hospitals* maintained by *Us*, which is available to *You* on request.
  - 7) *Bajaj Allianz Diagnostic Centre* means the diagnostic centres which have been empanelled by *Us* as per the latest version of the schedule of diagnostic centres maintained by *Us*, which is available to *You* on request.
  - 8) *Illness* means sickness (a condition or an ailment affecting the general soundness and health of *Your* body) or disease (an affliction of the bodily organs having a defined and recognised pattern of symptoms) that is first contracted during the *Policy Period* (or prior thereto if this *Policy* is the renewal without break of an earlier Senior Citizen Policy issued by *Us* and held for a period of 1 year) and manifests itself during the *Policy Period* and for which immediate treatment by a *Doctor* is necessary, but does not include any mental disease, sickness or illness.
  - 9) *Limit of Indemnity* means the amount specified in the *Schedule* which is *Our* maximum liability to make payment for *You* or any of *You* for any one claim and all claims in the aggregate during the *Policy Period* subject always to the *Lifetime Limit of Indemnity*.
  - 10) *Life Time Limit of Indemnity* shall mean in respect of each of *You*, the sum equivalent to 3 times the *Limit of Indemnity* specified in the earliest Senior Citizen Policy *You* held with *Us*.
  - 11) *Medical Expenses* means the reasonable charges that *You* necessarily incur on the advice of a *Doctor*:
    - a) as an in-patient in a *Hospital* for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures; medical consumables (hospitalisation expenses); and
    - b) an amount equivalent to 3% of the hospitalisation expenses covered in a) in respect of any and all pre-hospitalisation and post-hospitalisation expenses.
  - 12) *Policy* means the Proposal, the *Schedule* (and any endorsements attaching to or forming part thereof) and this Policy Document.
  - 13) *Policy Period* means the date between the commencement date and the expiry date specified in the *Schedule*.
  - 14) *Period of Insurance* means the period between the commencement date of the earliest Senior Citizen Policy each of *You* held with *Us* and the expiry date specified in the *Schedule* as long as there has been no break in cover since the date of that earliest Senior Citizen Policy, and shall otherwise mean the *Policy Period*.
  - 15) *Schedule* means the schedule attached to and forming part of this *Policy* which is latest in time and any annexure to it.
  - 16) *Reasonable and Customary* means a charge which a) is charged for medical treatment, supplies or medical services that are medically necessary to treat *Your* condition; b) does not exceed the usual level of charges for similar medical treatment, supplies or medical services in the locality where the expense is incurred; and c) does not include charges that would not have been made if no insurance existed.

### C. What We will not pay

We will not pay for claims arising out of or howsoever connected to the following:

- 1) Any *Illness* or medical condition or complication directly or indirectly arising from it which existed before the commencement of the *Policy Period* (even if unknown to *You*), or for which care, treatment or advice was sought, recommended by or received from a *Doctor* ("*Pre-existing Illness*"). This exclusion shall cease to apply if this *Policy* is the renewal without break of a Senior Citizen Policy held with *Us* for a continuous period of one year, and shall also not apply on subsequent renewals effected on the same basis.
- 2) Without derogation from C1) above during the first year of operation of the insurance cover any *Medical Expenses* incurred on treatment of the following diseases: cataract, benign prostatic hypertrophy, prolapse of genitourinary/intra-abdominal organs, hernia of all types, hydrocele, fistulae, hemorrhoids, fissure in anus, stones in the urinary and biliary systems; surgery on ears, surgery on skin/internal tumours/cysts/nodules/polyps; treatment for benign tumors or malignant conditions or for

organomegaly, surgery on joints, treatment for prolapsed intervertebral discs, surgery for gastric or duodenal ulcers.

- 3) Any *Medical Expenses* incurred during the first four consecutive annual periods during which *You* have the benefit of a Senior Citizen Policy with *Us* in connection with joint replacement surgery unless such joint replacement surgery is necessitated by accidental *Bodily Injury*.
- 4) Any *Medical Expenses* incurred for any *Illness* diagnosed or diagnosable within 30 days of the commencement of the *Period of Insurance* except those incurred as a result of accidental *Bodily Injury*.
- 5) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 6) Cosmetic or aesthetic treatments of any type, plastic surgery (unless necessary for the treatment of accidental *Bodily Injury*).
- 7) The cost of spectacles, contact lenses, and hearing aids, crutches, artificial limbs, dentures, artificial teeth.
- 8) External medical equipment of any kind used at home as post hospitalisation care including cost of instrument used in the treatment of sleep apnoea syndrome (C.P.A.P), continuous ambulatory peritoneal dialysis (C.A.P.D.) and Oxygen concentrator for Bronchial Asthmatic condition.
- 9) Dental treatment or surgery of any kind unless requiring hospitalisation and as a result of accidental *Bodily Injury*.
- 10) Convalescence, general debility, rest cure, congenital diseases or defects or anomalies.
- 11) Venereal disease or any sexually transmitted disease or sickness.
- 12) Intentional self-injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol).
- 13) Treatment arising from or traceable to pregnancy (whether uterine or extra uterine) and childbirth including caesarian section, and/or any treatment related to pre and post-natal care.
- 14) Any treatment towards infertility, sub-fertility or assisted conception procedure or sterilization procedure.
- 15) Any condition directly or indirectly caused by HIV (Human Immuno deficiency virus) or associated with Human T-Cell Lymphotropic Virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- 16) *Medical Expenses* relating to any hospitalisation primarily and specifically for diagnostic, X-ray or laboratory examinations and investigations.
- 17) Any claim directly or indirectly caused by or contributed to by nuclear weapons and/or materials.
- 18) Vaccination or inoculation.
- 19) Vitamins, tonics, nutritional supplements unless forming part of the treatment for injury or disease as certified by the attending *Doctor*.
- 20) Experimental, unproven or non-standard treatment, including but not limited to chelation therapy.
- 21) Surgery to correct deviated septum and hypertrophied turbinates.
- 22) Treatment for any other system other than modern medicine (also known as Allopathy).
- 23) Expenses related to donor screening, treatment, including surgery to remove organs from a donor in the case of transplant surgery.
- 24) Treatment for any mental illness or psychiatric illness.
- 25) Weight management services and treatment related to weight reduction programmes including treatment of obesity.

- 26) Any period of hospitalisation of less than 24 hours except:
- a) If, as a result of *Illness* or accidental *Bodily Injury*, *You* are hospitalised on the advice of a *Doctor* for one of the specific treatments listed below and *You* are discharged on the same day that such treatment was received:
    - (1) Haemodialysis
    - (2) Chemotherapy
    - (3) Radiotherapy
    - (4) Cataract
    - (5) Lithotripsy (kidney stone removal)
    - (6) Coronary angiography
    - (7) Hydrocele surgery
    - (8) Hernia repair surgery
    - (9) Endoscopic resection of the prostate (TURP)
    - (10) Therapeutic ERCP (Endoscopic retrograde cholangiopancreatography)
  - b) If, as a result of *Illness* or accidental *Bodily Injury*, *You* are hospitalised on the advice of a *Doctor* and the period of hospitalisation extends to at least 12 continuous hours including 0300 hours.

#### D *Life Time Limit of Indemnity.*

The *Lifetime Limit of Indemnity* shall be *Our* maximum liability to make payment for all claims in the aggregate under all Senior Citizen Policies held by each of *You* in *Your* lifetime, including claims made under this *Policy*.

#### E *Conditions*

##### 1) *Conditions Precedent*

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

##### 2) *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 the address of the person first named as insured in the *Schedule* and such notice shall be effective against all of *You*.

##### 3) *Claims Procedures*

If *You* meet with any accidental *Bodily Injury* or suffer an *Illness* that may result in a claim, then as a condition precedent to *Our* liability, you must comply with the following:

- a) Cashless treatment is only available at a *Network Hospital*. In order to avail of cashless treatment, the following procedure must be followed by *You*:
  - i) Prior to taking treatment and/or incurring *Medical Expenses* at a *Network Hospital*, *You* must call *Us* and request pre-authorization by way of the written form *We* will provide.
  - ii) After considering *Your* request and after obtaining any further information or documentation we have sought, *We* may if satisfied send *You* or the *Network Hospital*, an authorisation letter. The authorisation letter, the ID card issued to *You* along with this *Policy* and any other information or documentation that *We* have specified must be produced to the *Network Hospital* identified in the authorisation letter at the time of *Your* admission to the same.
  - iii) If the procedure *above* is followed, *You* will not be required to directly pay for the *Medical Expenses* in the *Network Hospital* that *We* are liable to indemnify under Cover A1) above and the original bills and evidence of treatment in respect of the same shall be left with the *Network Hospital*. An authorisation 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.

- b) If pre -authorisation per 3)a) above is denied by *Us* or if treatment is taken in a *Hospital* other than a *Network Hospital* or if *You* do not wish to avail cashless facility, then:
  - i) *You* or someone claiming on *Your* behalf must inform *Us* in writing immediately, and in any event within 14 days of the aforesaid *Illness* or *Bodily Injury*.
  - ii) *You* must immediately consult a *Doctor* and follow the advice and treatment that he recommends.
  - iii) *You* must take reasonable steps or measure to minimise the quantum of any claim that may be made under this *Policy*.
  - iv) *You* must have *Yourself* examined by *Our* medical advisors if *We* ask for this, and as often as *We* consider this to be necessary.
  - v) *You* or someone claiming on *Your* behalf must promptly and in any event within 30 days of discharge from a *Hospital* give *Us* the documentation (written details of the quantum of any claim along with all original supporting documentation, including but not limited to first consultation letter, original vouchers, bills and receipts, birth/death certificate (as applicable)) and other information *We* ask for to investigate the claim or *Our* obligation to make payment for it.
  - vi) If *You* die, someone claiming on *Your* behalf must inform *Us* in writing immediately and send *Us* a copy of the post mortem report (if any) within 14 days.

#### 4) *Basis of Claims Payment*

- a) *Our* liability to make payment under Cover A1) above :
  - i) For any one *Pre-existing Illness* covered under this *Policy* (if this *Policy* is the renewal without break of an earlier Senior Citizen Policy issued by *Us* and held for a continuous period of one year) will be restricted to 50 % of the *Limit of Indemnity*.
  - ii) For any one accidental *Bodily Injury* or *Illness* (other than *Pre- existing Illness* covered per 5)
    - a) i) above) during the *Policy Period* will be up to the *Limit of Indemnity*.
    - b) If *You* are hospitalised in a *Hospital* other than a *Network Hospital*, *You* shall bear 20% of the claim payable under the *Policy* and *Our* liability, if any, shall only be in excess of that sum.
    - c) If *You* suffer a relapse within 45 days of the date when *You* last obtained medical treatment or consulted a *Doctor* and for which a claim has been made under Cover A1) above, then such relapse shall be deemed to be part of the same claim irrespective of whether the relapse occurred after the *Policy Period* in respect of that claim.
    - d) If *You* renew *Your* Senior Citizens' Policy with *Us* without any break and there has been no claim in the preceding year, *We* will increase the *Limit of Indemnity* by 5% per annum, but:
      - i) The maximum cumulative increase in the *Limit of Indemnity* will be limited to 10 years and 50% of *Your* first Senior Citizen Policy with *Us*.
      - ii) This clause does not alter the annual character of this insurance or *Our* right to decline to renew or to cancel the *Policy*, as to which see Clause E7) below.
      - iii) If a claim is made in any year where a cumulative increase has been applied, then the increased *Limit of Indemnity* in the policy period of the subsequent Senior Citizen Policy shall be reduced by 10%, save that the limit of indemnity applicable to *Your* first Senior Citizen Policy with *Us* shall be preserved.
    - e) *Our* obligation to make payment in respect of surgery for cataracts (after the expiry of the 1 year period referred to in Exclusion 2) above), shall be restricted to 10% of the *Limit of Indemnity* for each and every claim, subject to a minimum of Rs 12,000 and maximum of Rs 25,000/- for each of *You* and subject always to the *Lifetime Limit of Indemnity*.
    - f) *We* shall make payment in India and in Indian Rupees only.
    - g) The medical check up to which *You* may be entitled under Cover A3) comprises a physician consultation, laboratory tests for fasting blood glucose and complete blood count, serum cholesterol, urine routine, chest X-ray and ECG only. For the avoidance of doubt, *We* shall not be liable for any other ancillary or peripheral costs or expenses (including but not limited to those for transportation, accommodation or sustenance) or for any other medical treatments or counselling.

## 5) *Fraud*

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.

## 6) *Other Insurance*

If at the time when any claim arises under this *Policy* there is any other insurance which covers (or would but for the existence of this *Policy*), the same claim (in whole or in part), then *We* shall not be liable to pay or contribute more than *Our* rateable proportion of any claim. In respect of a Cancer Insurance Policy issued in collaboration with the Indian Cancer Society, the benefits under this *Policy* shall be in excess of the benefits available under that policy.

## 7) *Renewal & Cancellation*

- a) *We* have no obligation to remind *You* about the renewal date. *You* may ask *Us* to renew this *Policy*, but *We* are not bound to renew it whether under the terms of this *Policy* or otherwise. Whether *We* decide to offer renewal terms is in *Our* sole and absolute discretion. If *We* decide to renew, then the terms, conditions and price at which *We* decide to renew shall also be in *Our* sole and absolute discretion.
- b) *We* may cancel this insurance by sending *You* at least 15 days written notice, and if no claim has been made then *We* shall refund a pro-rata premium for the unexpired *Policy Period*.
- c) *You* may cancel this insurance by giving *Us* at least 15 days written notice, and if no claim has been made then *We* shall refund premium on short term rates for the unexpired *Policy Period* as per the rates detailed below.

<i>PERIOD ON RISK</i>	<i>RATE OF PREMIUM REFUNDED</i>
Upto one month	75% of annual rate
Upto three months	50% of annual rate
Upto six months	25% of annual rate
Exceeding six months	Nil

## 8) *Territorial Limits & Governing Law*

- a) This *Policy* is restricted to *Medical Expenses* incurred in India.
- b) The *Policy* constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by *Us*, which approval shall be evidenced by an endorsement on the *Schedule*.
- c) The construction, interpretation and meaning of the provisions of this *Policy* shall be determined in accordance with Indian law.
- d) The section headings of this *Policy* are included for descriptive purposes only and do not form part of this *Policy* for the purpose of its construction or interpretation.
- e) References to any statute in this *Policy* shall be deemed to include any re-enactment or amendment to the same.

## 9) *Arbitration and Conciliation*

- a) If any dispute or difference shall arise as to the quantum to be paid under this *Policy* (liability being otherwise admitted) such dispute or difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or, if they cannot agree upon a single arbitrator within 30 days of any party having given notice of arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one appointed by each of the parties to the dispute or difference and the third arbitrator (who shall serve as Chairman) to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- b) It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if *We* have disputed or not accepted liability under or in respect of this *Policy*.

- c) It is hereby expressly stipulated and declared that it is a condition precedent to any right of action or suit upon this *Policy* that the award of such arbitrator/arbitrators shall be first obtained.
- d) If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

#### 10) *Subrogation*

*You* and any claimant under this *Policy* shall at no cost or expense to *Us* do whatever is necessary to enable *Us* to enforce any rights and remedies or obtain relief or indemnity from other parties to which *We* would become entitled or subrogated upon *Us* paying for or making good any claim or loss under this *Policy* whether such acts and things shall be or become necessary or required by *Us* or otherwise before or after *Your* indemnification by *Us*.

#### 11) *Grievance Redressal Procedure:*

#### 12) *Loss of the Policy*

If the *Policy* is lost then *We* will provide a copy provided *We* receive *Your* written request and upon being satisfied as to the fact and cause of the loss. If a copy is issued, the original *Policy* will cease to be of any legal effect. *You* agree to keep *Us* indemnified and hold *Us* harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original *Policy* and this is an agreed condition precedent to *Your* right to any payment under this *Policy*.

## Bajaj Allianz General Insurance Company Limited

Head Office & Regd. Office: GE Plaza, Airport Road, Yerawada, Pune 411 006

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.

### RESOLVING ISSUES

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

#### 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  
GE Plaza, Airport Road  
Yerawada, Pune 411 006  
E-mail: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)

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

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata 700 001. Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 <sup>rd</sup> floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009