

## Terms of Use

These Terms and Conditions apply to all Bajaj Finserv Health Plans (“**Plan**”) only. By purchasing the Plan, it is construed that you have read and understood the Terms and Conditions set forth below read along with the Terms and Conditions on our website (<https://www.bajajfinservhealth.in/terms-and-conditions>) (“**Website T&Cs**”), and agreed to abide by the same.

### 1. ELIGIBILITY

You need to fulfil the following criteria:

- a. Is citizen of India
- b. Residing in India
- c. Has attained the age of majority i.e. 18 years of age

### 2. HOW THE PLAN WORKS/ BENEFITS UNDER THE PLAN

- a. Benefits under the Plan comprises of
  - i) Doctor consultation;
  - ii) Lab benefits;
  - iii) Teleconsultations;
  - iv) Loyalty Discount; and
- b. The amount available for lab benefit, doctor consultation and teleconsultation under the Plan can be utilized in multiple instance till customer exhausts the benefit amount under each of the above-mentioned category in given policy period.
- c. The benefit to be used in cashless for in-network hospitals and reimbursement mode for out-of network hospitals.
- d. Loyalty discounts (includes discount on doctor consultation, pharmacy, lab and radiology, IPD room rent, Dental procedures, etc.) are applicable only at Bajaj Finserv Health Prime network (i.e. Hospitals and Labs that are a part of the BFHL Prime network). Customer need to quote phone number or Health Prime number at the time of utilization to avail this benefit. Please note that not all loyalty discounts would be applicable at all Bajaj Finserv Health Prime network. There is no limit on loyalty discounts utilization and no upper limit on the discount that can be availed by customer in any given Bajaj Finserv Health Prime network. The loyalty benefits are subject to change at the sole discretion of BFHL.
- e. All benefits provided in the Plan are strictly personal and available only to the customer's name linked to that Plan and are not transferrable to anyone else including but not limited to any other beneficiaries/nominees.
- f. The benefits available under this Plan are valid upto 1 year and any form of carry forward of un-utilized benefit is not allowed.
- g. Benefits are not redeemable for cash.
- h. Benefits cannot be clubbed with any other benefits/schemes.
- i. Doctor consultation benefit will be reimbursed only against the actual doctor consultation fees. Accepted doctors' field are Allopathy, Dental, Ayurvedic and Homeopathy.  
The invoice uploaded should clearly mention consultation date, doctor name, degree and registration number with doctor stamp.
- j. Lab benefit will be reimbursed only against radiology and pathology tests. Invoice uploaded should clearly mention date, Lab name, stamp, invoice amount, doctor prescription & lab report. (In case customer doesn't want to upload lab report, it is mandatory to have test names on invoice copy).

- k. Only those lab tests will be reimbursed which the doctors have prescribed in the valid prescription.
- l. There are two options for benefits utilization. In case you wish to consult doctors/labs of your choice, you can get reimbursed for 90% of the actual value of your invoice subject to balance available in your benefits. Other option of cashless utilization where 100% amount to be deducted from benefits if doctors/labs chosen from BFHL platform.

#### REIMBURSEMENT PROCESS:

For availing reimbursement, You will have to log in on the BFHL app/website, and go to the relevant segment on claim reimbursement. You will be required to upload the invoice details along with the relevant documents and also provide us with payment details.

Please note that the reimbursement process is subject to change at the sole discretion of BFHL and You will be required to check the updated app/website for the renewed reimbursement process if any.

### **3. RELATIONSHIP**

Neither these Terms and Conditions, the relationship created pursuant to these Terms and Conditions, nor any course of dealing between you and BFHL is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. You agree that you are not entitled to any of the rights or benefits afforded to BFHL employees.

### **4. INDEMNITY**

You agree to indemnify and hold harmless BFHL, its affiliates, group companies, associates, subsidiaries, holding company of BFHL, associates and subsidiaries of holding company of BFHL officers, directors, employees, consultants, licensors, agents, and representatives from any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) your use of the Plan; (b) your violation of these Terms and Conditions or any applicable law(s); (c) your violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) your conduct in connection with the App / Website.

### **5. LIMITATION OF LIABILITY**

By using our Plan, you confirm that you understand and agree to the following:

- a. The services availed by you from a healthcare service provider (“HSP”) (which *inter alia* include doctors/ hospitals/ diagnostic laboratories) via Bajaj Finserv Health are provided to you by the HSP you select, and not by BFHL.
- b. BFHL makes no express or implied representations or warranties about its software or services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness/quality for a particular purpose or use or non-infringement. We do not authorize anyone to make a warranty on behalf of BFHL.
- c. BFHL only facilitates communications between you and the HSP/life insurer and bears no responsibility for the quality and outcome of any such services obtained by you from the respective HSP/life insurer.
- d. BFHL may or has entered into agreement with various HSP’s, engaged in the healthcare services on principal to principal basis without any fiduciary relationship and shall not be directly or indirectly responsible for any act or omission of such HSP’s. Users are requested to

make independent enquiries and assessments and rely on professional advice independently obtained before availing any service from any HSP.

- e. BFHL does not provide any medical or diagnostic services. If you receive any medical advice from a HSP you have contacted through BFHL, you are responsible for assessing such advice, the consequences of acting on such advice, and all post-consultation follow-up action, including following HSP's instructions.
- f. In the event that BFHL markets or promotes any services to you, please note that such services will be provided by the relevant HSP, and you are responsible for undertaking an independent assessment regarding the suitability of such services and such HSPs for your purposes. Marketing or promotion of services should be considered as being for informational purposes only and shall not constitute expert advice on the suitability of such services for your specific healthcare needs.
- g. In no event, BFHL or its affiliates shall be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to: (i) these Terms and Conditions and Privacy Policy; (ii) your use or inability to use the BFHL Platforms; (iii) your use of any third party services including services provided by any HSP you contacted through BFHL.
- h. BFHL does not control or endorse the content, messages or information found in any services provided by HSPs and merely acts as an aggregator/facilitator. Therefore, we specifically disclaim any liability with regard to the products and services offered by HSPs and any actions resulting from your participation in such products and services, and you agree that you waive any claims against BFHL relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against BFHL relating to the same.
- i. BFHL expressly disclaim any liability arising out of the advertisements, usage or viewing of these products or services advertised on BFHL Platform or the (third party) content made available / hosted on the third-party sites.
- j. BFHL takes no responsibility for advertisements or any third-party material posted on the BFHL Platform nor does it take any responsibility for the products or services provided by advertisers. Any dealings You have with advertisers found while using the Services are between You and the advertiser, and You agree that BFHL is not liable for any loss or claim that You may have against an advertiser.

## **6. RIGHT TO DISQUALIFY/ CANCELLATION/REFUND**

BFHL reserves the right to disqualify You from the benefits of the Plan immediately without giving any prior notice, if any fraudulent activity is identified as being carried out by you for the purpose of availing the benefits under the Plan or for any other reason including but not limited to breach of these Terms and Conditions or the Website T&Cs.

Cancellation and refund details: Full refund if cancelled within 30 days of activation provided no benefit is utilized. No refund post 30 days of cancellation

## **7. MODIFICATION OF THESE TERMS AND CONDITIONS**

BFHL reserves the right at any time to add, alter, withdraw, modify or change or vary any or all the terms and conditions of the Plan at its discretion and the same shall be binding on you at all times. BFHL also reserves the right to discontinue the Plan without assigning any reasons or without any prior intimation whatsoever to you.

## **8. COMPLAINTS**

- a) In case of any complaints pertaining to the HSP or the services provided by them, please refer to the relevant HSP's website for grievance mechanism or connect with their customer support services for addressing the issue.
- b) In case of any queries/assistance, in relation to any booking/ loyalty benefits/reimbursement related issues, please reach out to BFHL on [customercare@bajajfinservhealth.in](mailto:customercare@bajajfinservhealth.in)

## **9. JURISDICTION**

Any dispute relating to the use of our services shall be subject to the exclusive jurisdiction of the Indian Courts at Pune, Maharashtra.

## **10. GENERAL**

Please refer to our Website T&Cs (<https://www.bajajfinservhealth.in/terms-and-conditions> ) and Privacy policy (<https://www.bajajfinservhealth.in/privacy-policy> which are applicable to these Terms and Conditions for further details.

For any tax benefits, please refer to your tax advisor.

For any term capitalized under this Terms & Conditions but not defined, please refer to our Website T&Cs.

The benefits provided under the Plan are subject to change at the sole discretion of the BFHL. You are requested to visit the website of the BFHL for any update on the revised benefits.

You are solely responsible for the accuracy/authenticity of the payment details provided by You, including but not limited to the bank account details and any other information requested during the process of reimbursement and others.

You represent and warrant that you have the right to use payment information that you submit. You agree and acknowledge that BFHL shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any card related fraud.

Any personal data whether provided by You as a part of the reimbursement process or collected automatically when you use the service will be governed by the Privacy Policy.