### **INDIVIDUAL MEDISHIELD INSURANCE POLICY**

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement(s), declaration(s) of Yours for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium for the period stated in the Schedule or for any further period for which We may accept the payment for renewal of this Policy, We will insure the Insured Person(s) and accordingly We will pay to You or to Insured Person(s) or their legal representatives as the case may be, in respect of events occurring during the Period of Insurance in the manner and to the extent set-forth in the Policy including endorsements, provided that all the terms, conditions, provisions, and exceptions of this Policy insofar as they relate to anything to be done or complied with by You and/or Insured Person(s) have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning whenever it may appear.

The Policy is based on information which have been given to Us about Insured Person(s) pertaining to risk insured under the Policy and the truth of this information shall be condition precedent to Your or the Insured Person’s right to recover under this Policy.

##### Definition of Words

1. **Proposal** means any signed proposal by filing up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You.
2. Policy means the Policy wording, the Schedule and any applicable endorsement or memoranda. The Policy contains details of the extent of cover available to Insured Person(s), what is excluded from the cover and the conditions on which the Policy is issued.
3. Schedule means latest Schedule issued by Us as part of the Policy. It provides details of the cover of Insured Person(s) which are in force and the level of cover Insured Person(s) have.
4. Sum Insured means the monetary amount shown against each Insured Person.
5. We/Our/Us/Insurer means IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.
6. You/Your means the Person(s) named as Insured in the Schedule, including all Insured Persons
7. Insured Person means the Person(s) named as Insured Person(s) in the Schedule lodged with Us by You.
8. Period of Insurance means the duration of this Policy as shown in the Schedule.
9. Injury means accidental bodily injury solely and directly caused by external, violent and visible cause. This definition includes accidental bodily injury resulting from exposure to element of the cause.
10. **Disease** means a condition affecting the physical wellbeing and health of the body having a defined and recognised pattern of symptoms that first manifests itself in the Period of Insurance and which requires treatment by a Medical Practitioner. It does not mean any mental disease (a mental or bodily condition marked by disorganization of personality, mind, and emotions to impair the normal psychological, social or work performance of the individual) regardless of its cause or origin.
11. **Hospital/Nursing Home** means any institution within India established for indoor care and treatment of disease or injuries which is either registered as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner or it must complies with following criteria :
	1. Has at least 15 in-patient beds. However, in Class ‘C’ town where population is less than 10 lakhs , the institution must have at least 10 in-patient beds.
	2. Has fully equipped operation theatre of its own for carrying out surgical operation.
	3. Has Qualified Nursing staff under its employment round the clock.
	4. Be under charge of fully qualified Medical Practitioner(s) round the clock.
	5. Maintains daily records of patients and will make these accessible to the Insurance Company’s authorized personnel/representative

In the event of Ayurvedic treatment requiring Hospitalisation of Insured Person, We may waive the Condition (ii) stated above.

The term ***“Hospital / Nursing Home* ”** shall not include an establishment which is a place of rest, a place for the aged, drug-addicts, alcoholics, a hotel or a similar place.

1. **Surgical Operation** means manual and/or operative procedure for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolonging of life.
2. **Hospitalisation** means treatment of Insured Person as inpatient in the Hospital/Nursing Home for a minimum period of 24 hours. The above time limit of 24 hours will not be mandatory for the specific treatments listed as Day Care Surgeries in the **Annexure** to the Policy
3. Medically Necessary means a procedure, a treatment or a period of Hospitalisation which is ordered by a registered Medical Practitioner and
* which is required for the diagnosis or direct treatment of a medical condition, and
* is appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured Person’s medical condition, and
* is provided in accordance with generally accepted medical practice on a national basis, and
* the treatment should not be of an experimental nature, however payment would be considered for investigative treatment if it was medically necessary to determine clinical treatment
1. **Any One Illness** means continuous period of illness including relapse within 45 days from the date of discharge from Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this Policy.
2. **Pre-Hospitalisation** means relevant medical expenses incurred up to 60 days prior to Hospitalisation on disease/illness/injury sustained, which will be part of Hospitalisation expenses claim.
3. **Post Hospitalisation** means relevant medical expenses incurred during period up to 60 days after Hospitalisation on disease/illness/injury sustained, which will be part of Hospitalisation expenses claim.
4. **Medical Practitioner** means a person holding a degree/diploma of a recognised institution registered by Medical Council of respective State of India or Central Council of Indian Medicine. The term Medical Practitioner would include Physician, Surgeon and Specialist.
5. **Qualified Nurse** means a person holding a certificate of a recognised Nursing Council and who is employed on recommendation of the attending Medical Practitioner.
6. **Domiciliary Hospitalisation** means a medical treatment for a period of more than 3 days for such type of illness, disease or injury which in the normal course would require Hospitalisation of Insured Person, but actually taken at home under any of the following circumstances.
	1. The condition of the patient is such that he/she cannot be moved to the Hospital/Nursing Home

OR

* 1. The patient cannot be moved to Hospital/Nursing Home for lack of accommodation therein.
1. **Reasonable and Customary Charges** means a charge for medical care during pre-hospitalisation, hospitalisation or post hospitalisation or in domiciliary hospitalisation directly related to the treatment which shall be considered reasonable and customary to the extent that it does not exceed general level of charges being made by other entities of similar standing in the locality where the charges are incurred when furnishing like or comparable treatment, services or supplies to persons of the same sex and of comparable age for a similar disease or injury.
2. **Pre-existing Condition** means any condition, disease or Injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to your first Policy with us.
3. **Critical Illness** means any Disease or Major Injuries as defined under Item 24 to 33 below, which the Insured Person is diagnosed to have suffered from and which requires Hospitalisation.
4. **Paralytic Stroke** means death of a portion of the brain due to cerebro-vascular causes such as:
	1. Hemorrhage
	2. Thrombosis
	3. Embolism from an extra cranial source

causing total permanent disability of two or more limbs.

1. **Cancer** means a histopathologically proved disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissues. The term Cancer also includes leukemia and malignant disease of the lymphatic system such as Hodgkin’s disease. Any non-invasive cancer in situ and all skin cancer except invasive malignant melanoma are excluded.
2. **Renal Failure** means the end-stage renal failure involving chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis has to be instituted.
3. **Coronary Artery Disease** means narrowing or blockage of coronary arteries affecting blood circulation to

cardiac muscles, which requires the Insured Person to undergo open chest surgery by means of coronary artery bypass graft or angioplasty.

Angiography or any other diagnostic procedure is excluded from this definition.

1. **Major Organ Transplant** means human to human transplant from a donor to the Insured Person of one or more of the following organs :

a) Kidney b) Lung c) Pancreas d) Bone Marrow

The transplantation of all other organs, parts of organ or any other tissue transplant is excluded.

1. **Major** **Injuries** means accidental bodily injuries caused by external, violent and visible cause leading to loss of limbs i.e. physical separation or permanent and total loss of use of one or more hand, foot or eye within 12 months from the date of injury
2. **End Stage Liver Disease** means an irreversible chronic alteration of the hepatic parenchyma or the biliary

ductal system resulting in a life threatening liver dysfunction. The above coverage is excluded if the etiology of the disease is due to chronic alcohol consumption or any self inflicted toxic or drug consumption.

1. **Major Burns**  means aninjury due to any form of burn touching one third or more of the body area causing

loss of soft tissue and resulting in impairment or loss of function of the injured organ.

1. **Coma**  means a deep sleep-like state with an unnatural situation of reduced alertness and responsiveness, from which the patient cannot be aroused. Coverage of coma excludes any complication of a disease specifically excluded under the Policy.

1. **Multiple Sclerosis** means a demyelinating disease having feature of selective destruction of central nervous system sparing the peripheral nervous system, causing weakness, sensory loss, paraesthesia optic neuritis and other general symptoms, neurological as well as functional.
2. **Optional** **Extension** means optional coverage which is available to You apart from the Basic Cover under the Policy, which You can choose to take on payment of necessary additional premium.
3. **Third Party Administrator** means a service provider as mentioned in the schedule of the Policy who will

provide medical services if You have to undergo Hospitalization as an inpatient in any Network hospital in the country

1. **Network** means all such Hospitals, or other providers that the Insurer/Third Paty Administrator have mutually agreed with to provide services like cashless access to Insured persons. The list is available with the Insurer/Third Party Administrator and subject to amendment from time to time.
2. **Non- Network** meansany Hospital or other provider that is not part of the network*.*
3. **Emergency Assistance Service Provider** means the licensed entity which will provide identified Emergency Medical Assistance and Personal Services to people travelling more than 150 kilometers from their declared place of residence in India
4. **Medical Assistance Services** means the stipulated medical services offered by Emergency Assistance Service Provider during a medical emergency situation while You are away from home, consisting of medical consultation and evaluation, medical referrals,medical evacuation and medically supervised repatriation**.**
5. **Personal Services** means the other emergency services offered by Emergency Assistance Service Provider during a medical emergency situation while You are away from home, consisting of message transmission, care of minor children left unattended due to medical incident, return of mortal remains, prescription assistance, and legal and interpreter referrals transportation to join patient and emergency cash coordination.
6. **Terrorism/Terrorist Incident** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

**BASIC COVER**

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|  **WHAT IS COVERED** | what is not covered |
| If the Insured Person sustains any Injury or contracts any Disease and if Medically necessary, he/she has to incur Hospitalisation expenses, then We will pay Reasonable and Customary Charges of the following Hospitalisation expenses:1. Room, Boarding and Nursing Expense as provided in the Hospital/Nursing Home subject to following limits.

 a) Sub limit per day for normal Room expenses: **1.0% of Basic Sum Insured.** b) Sub limit per day for Intensive Care/Therapeutic Unit expenses: **2.5% of Basic Sum Insured**. c) Registration , Service Charges, Surcharge and any other similar charges of Hospital / Nursing Home: Actuals **subject to a maximum of 0.5% of Basic Sum Insured..** 2. Medical Practitioner/ Anesthetist, Consultant fees.3. Expenses on Anesthesia, Blood, Oxygen, Operation Theatre, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs, Cost of Organ and similar expenses. 4. Expenses on Vitamins and Tonics only if forming part of treatment as certified by the attending Medical Practitioner.5. The above stated relevant expenses incurred for Domiciliary Hospitalisation is Medically Necessary and at Reasonable and Customary Charges upto a maximum aggregate sub-limit of 20% of the Basic Sum Insured.6 An additional Daily Allowance amount equivalent to 0.1% of the Basic Sum Insured or Rs. 250/- per day whichever is less, for the duration of Hospitalisation towards defraying of miscellaneous expenses.7. Ambulance charges in connection with any admissible claim limited to 1.0% of the Basic Sum Insured or Rupees 1500/- whichever is less for each claim.8. Ayurvedic hospitalisation expenses including Pre-  Hospitalisation and Post Hospitalisation expenses  shall be limited to 10% of the Basic Sum Insured  of the Insured person per year.**Note** 1. 1. The Hospitalisation expenses incurred for treatment of any one illness under prescribed package charges of the Hospital/Nursing Home will be restricted to 80% of the Sum Insured (Basic plus Optional Extension, if applicable)or actuals, whichever is less. 2. Hospitalisation expenses of person donating an organ  during the course of organ transplant will also be payable subject to the above sub limits applicable to the Insured Person and within the overall Sum Insured (Basic plus Optional Extension, if applicable)of the Insured Person. For the Donor, no payment will be made towards Ambulance charges, Pre and Post Hospitalisation expenses and Daily Allowance.3. Pre-Hospitalisation and Post Hospitalisation expenses as defined under the Policy will also be reimbursed along with the aforesaid Hospitalisation expenses subject to the overall Sum Insured (Basic plus Optional Extension, if applicable)limit of the Insured Person. Any Nursing expenses during Pre and Post Hospitalisation will be considered only if Qualified Nurse is employed and is Medically Necessary for the duration specified. 4. For the purpose of determining the sub-limits of expenses for Room/ Boarding/Nursing, Domiciliary Hospitalisation, Daily Allowance and Ambulance charges as detailed under Item (1), (5), (6) and (7) above, the specified percentages will be applied on the Basic Sum Insured only and not on the Cumulative Bonus amount or Optional Extension (Critical Illness) Sum Insured amount.5. Cumulative Bonus: The Basic Sum Insured under the Policy shall be increased by 5% of the Basic Sum Insured at each renewal in respect of each claim free year of insurance, subject to maximum of 50% of the Insured Person’s Basic Sum Insured of the expiring Policy. The Optional Extension (Critical Illness) Sum Insured is not eligible for any Cumulative Bonus For Cumulative Bonus eligibility, the Policy has to be renewed within the expiry date or within a maximum of 15 days from the expiry date, beyond which the entire Cumulative Bonus earned will lapse and be forfeited. Any Medishield Insurance cover thereafter will be treated as a fresh cover for the purposes of the Pre-existing Condition, 30 days Waiting Period and First Year Disease Exclusions.In case of a claim under the Policy in respect of any Insured Person who has earned Cumulative Bonus, the existing Cumulative Bonus will be reduced by 10% of Basic Sum Insured at the next renewal, subject to the stipulation that Basic Sum Insured shall be maintained. 6. Cost of Health Check Up: Insured Person shall be entitled for reimbursement of cost of medical check up once at the end of a block of every four claim-free Policies. The reimbursement shall not exceed the amount equal to 1% of the average Basic Sum Insured during the block of four claim free Policies 7..The amounts payable under Item (2) and (3) of ‘What  is Covered’ shall be at the rate applicable to the  entitled room category. In case You opt for a room  with expenses higher than the entitled category as  under 1(a), the charges payable under (2) and (3)  shall be limited to the charges applicable to the  entitled category or (where the charges applicable are  not specified) in the same proportion as the charges  applicable for entitled room category bears to charges  applicable for higher room category.  | **WE will not pay for**1. Any condition(s) defined as Pre - existing Condition

in the Policy, until 36 months of continuous coverage have elapsed, since inception of the first Individual Medishield Policy with Us. This exclusion will also apply to any complications arising from Pre- existing Condition/ailment/disease/ injuries. Such complications will be considered as a part of the Pre-existing health condition for disease.  1. Any expense on Hospitalisation/Domiciliary Hospitalisation for any Disease which incepts during first 30 days of commencement of this Insurance cover. This exclusion shall not apply in case of the Insured Person having been covered under this Policy or Group or Individual Medical Insurance Policy with any of Indian Insurance Companies for a continuous period of preceding 12 months without a break exceeding 15 days.
2. Any expense incurred in the first year of operation of the insurance cover on treatment of the following Diseases :
* Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma
* Hernia, Hydrocele, Congenital Internal Disease.
* Fistula in anus, Piles, Sinusitis
* Choletithiasis and Cholecystectomy
1. However if these Disease are Pre-Existing at the time of the first Proposal then they will be falling under Exclusion (1) and will be covered after three continuous year of insurance with Us.

This exclusion shall not apply in case of the Insured Person having been covered under this Policy or Group or Individual Medical Insurance Policy with any of Indian Insurance Companies for a continuous period of preceding 12 months without a break exceeding 15 days.1. Injury or Diseases directly or indirectly caused by or

arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not).Circumcision, unless necessary for the treatment of a Disease not otherwise excluded or required as a result of accidental bodily injury, vaccination unless forming part of post-bite treatment, inoculation, cosmetic or aesthetic treatment of any description (including any complications arising thereof), plastic surgery except those relating to treatment of Injury or Disease . 1. Cost of spectacles and contact lens or hearing aids.
2. Dental treatment or surgery of any kind, unless requiring Hospitalisation.
3. Convalescence, general debility, run down condition or rest cure, congenital disease or defects or anomalies, sterility, venereal disease, intentional self injury and use of intoxicating drugs/alcohols.
4. Any expense on treatment related to HIV, AIDS and all related medical conditions.
5. Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the active treatment of Disease or Injury falling within ambit of Hospitalisation or Domiciliary Hospitalisation claim.
6. Expenses on treatment arising from or traceable to pregnancy (other than ectopic pregnancy), childbirth, miscarriage, abortion or complications of any of these, including caesarean section and any infertility, sub fertility or assisted conception treatment.
7. Any expense on Injury or Diseases directly or indirectly caused by or contributed to by nuclear weapons/material.
8. Any expense on Injury and Diseases directly or indirectly caused by or contributed to by an act of Terrorism/Terrorist Incident.
9. Any expense on treatment of Insured Person as outpatient in a Hospital.
10. Any expense on naturopathy, experimental or alternative medicine, However, this exclusion shall not apply to Ayurvedic treatment necessitating Hospitalisation, and taken at the Ayurvedic Hospitals.
11. Any expense on procedure and treatment including acupressure, acupuncture, magnetic and such other therapies etc.
12. Travel or transportation expenses, other than Ambulance service charges.
13. Any expense related to Disease/Injury suffered whilst engaged in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and activities of similar hazard.
14. External medical equipment of any kind used at home as post hospitalisation care, like wheelchairs, crutches, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthmatic condition, etc.
15. Genetic disorders and stem cell implantation/ surgery.
16. All non medical expenses including personal comfort and convenience items or services, such as telephone, aya/ barber or beauty services, diet charges, baby food, cosmetics, napkins, toiletry items etc, guest services and similar incidental expenses or services etc..
17. Treatment of obesity or condition arising therefrom (including morbid obesity) and any other weight control programme, services or supplies etc, hormone replacement therapy, sex change or treatment which results from or is in any way related to sex change.
18. Any expense under Domiciliary Hospitalisation for
* Pre and Post Hospitalisation treatment
* Treatment of following diseases:
	1. Asthma
	2. Bronchitis
	3. Chronic Nephritis and Nephritic Syndrome
	4. Diarrhoea and all type of Dysenteries including Gastro-enteritis
	5. Diabetes Mellitus
	6. Epilepsy
	7. Hypertension
	8. Influenza, Cough and Cold
	9. All types of Psychiatric or Psychosomatic Disorders
	10. Pyrexia of unknown origin for less than 15 days
	11. Tonsillitis and Upper Respiratory Tract infection including Laryngitis and Pharingitis
	12. Arthritis, Gout and Rheumatism
	13. Dental Treatment or Surgery
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**Optional Extension**

* 1. **Critical Illness**
1. If the Insured Person be diagnosed during the Period of Insurance as suffering from a Critical Illness as defined under the Policy, We shall reimburse Medically Necessary and Reasonable and Customary Charges incurred on expenses as listed under ‘What Is Covered’ upto an additional Sum Insured limit stipulated for the Insured Person in the Policy Schedule (equal to his/her Basic Cover Sum Insured).
2. The additional Sum Insured available for Critical Illness under this Optional Extension cover will not qualify for Cumulative Bonus or for the limit for Room/ Board/ Nursing, Domiciliary Hospitalisation, Daily Allowance, Ambulance expenses and Cost of Health Check Up as stipulated under “What is Covered” of the Policy.
3. The other terms of coverage (What is Covered/ Not Covered) as detailed under Basic Cover will remain unaltered for this Optional Extension coverage

**Emergency assistance services**

 This Policy provides You, at no additional cost, whatsoever, a host of value added Emergency Medical Assistance and Emergency Personal Services as described below .The services are provided by Emergency Assistance Service Provider when You are traveling within India 150 kilometers or more away from Your residential address as mentioned in the Policy Schedule for less than 90 days. All services will be arranged by Emergency Assistance Service Provider only. No claims for reimbursement of expenses incurred for services arranged by You will be entertained.

1. **Medical Consultation, Evaluation and Referral**: You have access to an Operations Center with multilingual medical staff on duty 24 hours a day, 365 days a year. Medical personnel are available for medical consultation, evaluation and referrals to qualified physicians.
2. **Emergency Medical Evacuation:** If You have a medical emergency and an adequate medical facility is not available (as determined by the **Emergency Assistance Service Provider**’s Physician and the Consulting Physician) proximate to where You are located, **Emergency Assistance Service Provider** will arrange an emergency evacuation, with medical supervision, by an appropriate means to the nearest medical facility capable of providing the required care.
3. **Medical Repatriation**: When medically necessary, as determined by the **Emergency Assistance Service Provider**’s Physician and the Consulting Physician, repatriation under medical supervision to Your address as mentioned in the Policy Schedule at such time as You are medically cleared for travel via commercial carrier, provided the repatriation can be accomplished without compromising Your medical condition. If the time period to receive medical clearance to travel by common carrier exceeds fourteen days from the date of discharge from the hospital, an appropriate mode of transportation may be arranged, such as an air ambulance. Medical or non-medical escorts may be provided as necessary.
4. **Transportation to Join Patient**: Provide a designated family member or personal friend with an economy, round-trip, common carrier transportation to the major airport closest to the place of hospitalization, provided You have travelled alone and You are required to be hospitalized for more than seven consecutive days. At Your request, **Emergency Assistance Service Provider** will also provide assistance with arrangements for the family member or the friend’s accommodation. It is the responsibility of the family member or the friend to meet all documentary requirements for the travel and accommodation costs.
5. **Care and/or Transportation of Minor Children**: When Your minor child(ren) is left unattended as a result of Your medical situation, **Emergency Assistance Service Provider** will provide the child with transportation to home or to the home of a person designated by You living in the same city as Your address . If appropriate, an attendant will escort the child.
6. **Emergency Message Transmission**: **Emergency Assistance Service Provider** will receive and transmit emergency messages to/from home.
7. **Return of Mortal Remains**: In the event of death of Insured Person, **Emergency Assistance Service Provider** will arrange and pay for the return of mortal remains. **Emergency Assistance Service Provider** will render any assistance necessary in the transport including locating a local, Emergency Assistance funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, obtaining all legal clearances, providing death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains, including retrieval from site of death and delivery to receiving funeral home.
8. **Emergency Cash Coordination**: **Emergency Assistance Service Provider** will assist in coordinating the transfer of emergency cash. Source of funds is solely Your responsibility

Conditions: The Emergency Assistance Services are available subject to certain limited exclusions as set forth below:

 Emergency Assistance Service Provider will not provide services in the following instances:

* Travel undertaken specifically for securing medical treatment
* Services sought outside India.
* Injuries resulting from participation in acts of war or insurrection
* Commission of unlawful act(s) with malafide intent.
* Attempt at suicide /self inflicted injuries
* Incidents involving the use of drugs, unless prescribed by a physician
* Transfer of the Insured Person from one medical facility to another medical facility of similar capabilities and providing a similar level of care

**Emergency Assistance Service Provider will not evacuate or repatriate an Insured Person in the following instances:**

* Without medical authorization
* With mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent You from continuing Your trip or returning home
* With a pregnancy term of over six months
* With mental or nervous disorders unless hospitalized

 Specific Exclusions:

* Trips exceeding 90 days from declared residence without prior notification to Emergency Assistance Service Provider.
* Students at home/school campus address (as they are not considered to be in travel status)

Legal actions arising hereunder shall be barred unless written notice thereof is received by Us / **Emergency Assistance Service Provider** within one (1) year from the date of event giving rise to such legal action.

While assistance services are available all over India, transportation response time is directly related to the location/jurisdiction where an event occurs. We/ **Emergency Assistance Service Provider** are not responsible for failing to provide services or for delays in the delivery of services caused by strikes or conditions beyond our / their control, including by way of example and not by limitation, weather conditions, availability of airports, flight conditions, availability of hyperbaric chambers, communications systems or where rendering of service is limited or prohibited by local law or edict.

All consulting physicians and attorneys are independent contractors and not under Our control or of **Emergency Assistance Service Provider**. We/ **Emergency Assistance Service Provider** are not responsible or liable for any malpractice committed by professionals rendering services to You.

You must reimburse **Emergency Assistance Service Provider** for any service rendered upon request,that is beyond the scope of this Policy. The liability to pay for such service and the charge applicable will be informed to You prior to provision of such service.

We shall not be held liable or responsible for any acts or omissions by **Emergency Assistance Service Provider** in connection with or arising from the rendering of services described above.

 General Conditions

1. Reasonable Precaution: You shall take all reasonable precaution to prevent injury, illness, and disease in order to minimise claims.

2. Notice: You will give every notice and communication in writing to Our office through which this insurance is effected.

1. **Duty of Disclosure:**. The Policy shall be void and all premium paid by You to Us be forfeited in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.
2. **Changes in Circumstances:** You must inform Us, as soon as reasonably possible of any change in information You have provided to Us about Insured Person(s) which may affect the insurance cover provided.
3. **Payment of Premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on Our official form signed by Our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this Policy shall be valid unless made in writing and signed by Our authorized official.
4. **Claim Procedure and Requirements :**
5. An event which might become a claim under the Policy must be reported to Us at least 72 hours before hospitalization, except in case of emergency Hospitalisations in which case it must be reported as soon as possible, but not later than 48 hours from the time of Hospitalisation in any case.
6. A written statement of the claim will be required and a Claim Form will have to be completed.The claim must be filed along with all supporting documents within 30 days from the date of discharge from the Hospital or completion of treatment, except in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which You / Insured Person or Your/his or her personal representative were placed, it was not possible for any one of You to give notice or file claim within the prescribed time limit. In such case the claim should be duly filed with Us within 90 days from the date of discharge from Hospital, otherwise the claim shall not be entertained.
7. Queries raised, if any on such claim submitted by You should be satisfactorily responded with supporting documents within 15 days from the date of query.You must submit all original bills, receipts, certificates, information and evidences from the attending Medical Practitioner/Hospital/Chemist/Laboratory as required by Us in the manner and form as We may prescribe. In such claims, Our representative shall be allowed to carry out examination and obtain information on any alleged Injury or Disease requiring Hospitalisation, if and when We may reasonably require.
8. In case You / Insured Person does not comply with the provisions of this clause or other obligations cast upon You / Insured Person under this Policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at Our option.
9. **Position after a claim** : As from the day of receipt of the claim amount by You / Insured Person, the Sum Insured for the remainder of the Period of insurance shall stand reduced by a corresponding amount.
10. **Fraud:** If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without Your knowledge or that of the Insured Person, all benefit(s) under this Policy shall be forfeited.
11. **Electronic Transaction**: You /Insured Person agrees to adhere to and comply with all such terms and conditions as We 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 centres, 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 Us for and in respect of the Policy or its terms or Our other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time. However the terms of the condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policy holder's interests.
12. **No Constructive Notice** : Any knowledge or information of any circumstances or condition in connection with You / Insured Person, in possession of any of Our official shall not be the notice to or be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of the premium.
13. **Contribution:** If, when any claim arises, there is in existence any other Insurance (other than Cancer Insurance Policy) covering the same loss/liability, compensation, costs or expenses, We will pay only Our ratable proportion of the claim. The benefits under this Policy shall be in excess of the benefits available under Cancer Insurance Policy.
14. **Subrogation :**

a) You shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying any claim under this Policy, whether before or after indemnification;

b) You shall not do or cause to be done anything that may cause any prejudice of Our right of Subrogation;

c) You agree that any recoveries made shall first be applied in making good any sums paid out by or on behalf

 of Us for the claim and the costs of recovery.

1. **Renewal :** The Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent renewal thereof. However, We shall not be bound to give notice that such renewal premium is due, provided however that if You apply for renewal and remits the requisite premium before the expiry of this Policy, renewal shall not normally refused,unless We have reasonable justification to do so.

The Policy has to be renewed within the expiry date or within a maximum of 15 days from the expiry date, beyond which the continuity benefits (relating to Pre-existing Disease Exclusion, 30 days Waiting Period, First Year Disease Exclsuions and Cumulative Bonus earning) will not be available and any insurance cover thereafter will be treated as fresh cover.

 In any case, We shall not be liable to pay claim occurring during the period of break in insurance.

1. **Cancellation:** We may cancel this Policy by sending 30(thirty) days Notice by registered post to Your last known address. You will then be entitled to a pro-rata refund of premium for unexpired period of this Policy in respect of such Insured Person(s) in respect for whom no claim has arisen.

You may cancel the Policy by sending written Notice to Us under Registered. Post. We will then allow a refund on following scale, except for those Insured Person(s) for whom claim has been preferred on Us under the current Policy:

**Period of Cover upto** **Refund of Annual Premium rate(%)**

 1 Month 75%

 3 Month 50%

 6 Month 25%

 Exceeding Six Months NIL

1. **Notice of Charge**:We will not be bound to take cognizance or be affected by any notice of trust, charge, lien, assignment or other dealings with or relating to this Policy. Your receipt or receipt of Insured Person shall in all cases be an effective discharge to Us.
2. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the 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 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

 It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein

 before provided, if We have disputed or not accepted liability under or in respect of this Policy.

 It is understood, however, that the Insured shall have the right at all times during currency of the Policy to

 communicate only, with the leading or issuing office in all matters pertaining to this insurance.

1. **Policy Disputes**: The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and 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. All matters arising hereunder shall be determined in accordance with the law and practice of such Court within Indian territory

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1. **Disclaimer Clause** If We shall disclaim Our liability for any claim and such claim shall not have been made subject matter of suit in a court of law within 12 months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
2. **Protection of Policy Holder’s Interest:**- In the event of a claim, if the same is found admissible under the Policy, we shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the Bank rate prevalent at the beginning of financial year in which the claim is received by Us.
3. The geographical scope of this Policy will be India and all claims shall be payable in Indian currency.
4. The Emergency Assistance Services-Medical and Personal are not available on reimbursement basis.
5. The provision of the Emergency Medical or Personal Assistance Services to You during the Period of Insurance by **Emergency Assistance Service Provider** does not necessarily mean that the hospitalization claim is admissible under the Policy.
6. **Grievance or Complaint**: You may register a grievance or complaint by visiting our Website [www.itgi.co.in](http://www.itgi.co.in) .

 You may also contact the Branches from where You have bought the policy or Grievance Officer who can be

 reached at our Corporate Office.

1. **Insurance Ombudsman**: If You are not satisfied with any issue pertaining to the insurance, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices is mentioned below:

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| **Ombudsman Offices** |
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| **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 Ph:222 12669 Fax: 222 12668 |
| **Maharashtra**  | Jeevan Seva Annex, 3rd 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 |

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**Annexure**

**List of Day Care Surgeries**

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| **“ Day Care Surgeries"** |
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| 1.   Surgical debridement of wound. |   |
| 2.  Therapeutic Ascitic Tapping. |   |
| 3.   Therapeutic Pleural Tapping. |   |
| 4.  Therapeutic Joint Aspiration. |   |
| 5.Aspiration of an internal abscess under ultrasound guidance. |   |
| 6. Aspiration of hematoma. |   |
| 7.  Incision and Drainage.  |   |
| 8.  Endoscopic Foreign Body Removal - trachea /- pharynx-larynx/ bronchus/esophagus/stomach /rectum  |   |
| 9. True cut Biopsy – breast/- liver/- kidney-Lymph Node/-Pleura/-lung/- Muscle biopsy/Nerve biopsy/-Synovial biopsy/-Bone trephine biopsy/-Pericardial biopsy |   |
| 10. Endoscopic ligation /banding |   |
| 11. Sclerotherapy |   |
| 12. Dilatation of digestive tract strictures |   |
| 13. Endoscopic ultrasonography and biopsy |   |
| 14.  Nissen fundoplication for Hiatus Hernia /Gastro esophageal reflux Disease |   |
| 15.  Endoscopic placement/removal of stents |   |
| 16.  Endoscopic Gastrostomy |   |
| 17.  Replacement of Gastrostomy tube |   |
| 18.  Endoscopic polypectomy |   |
| 19.  Endoscopic decompression of colon |   |
| 20. Therapeutic ERCP |   |
| 21. Brochoscopic treatment of bleeding lesion |   |
| 22. Brochoscopic treatment of fistula /stenting |   |
| 23.Bronchoalveolar lavage & biopsy |   |
| 24.  Excision and destruction of lingual tonsil |   |
| 25. Foreign body removal from nose |   |
| 26. Antral wash under LA |   |
| 27. Quinsy drainage |   |
| 28. Direct Laryngoscopy with biopsy  |   |
| 29.  Reduction of nasal fracture  |   |
| 30. Mastoidectomy |   |
| 31.  Removal of tympanic drain |   |
| 32.  Reconstruction of middle ear |   |
| 33. Incision of mastoid process & middle ear |   |
| 34. Excision of nose granuloma |   |
| 35.  Blood transfusion for recipient |   |
| 36.  Therapeutic Phlebotomy |   |
| 37.  Haemodialysis/Peritoneal Dialysis |   |
| 38. Chemotherapy |   |
| 39. Radiotherapy |   |
| 40.Coronary Angioplasty (PTCA) |   |
| 41.  Pericardiocentesis |   |
| 42. Insertion of filter in inferior vena cava |   |
| 43. Insertion of gel foam in artery or vein |   |
| 44. Carotid angioplasty |   |
| 45.  Renal angioplasty |   |
| 46. Tumor embolisation |   |
| 47. TIPS procedure for portal hypertension |   |
| 48.  Endoscopic Drainage of Pseudopancreatic cyst |   |
| 49.  Lithotripsy |   |
| 50.  PCNS (Percutaneous nephrostomy) |   |
| 51. PCNL (percutaneous nephrolithotomy) |   |
| 52.  Suprapubic cytostomy |   |
| 53. Tran urethral resection of bladder tumor |   |
| 54. Hydrocele surgery |   |
| 55. Epididymectomy |   |
| 56.   Orchidectomy |   |
| 57. Herniorrhaphy |   |
| 58.  Hernioplasty |   |
| 59. Incision and excision of tissue in the perianal region |   |
| 60. Surgical treatment of anal fistula |   |
| 61.  Surgical treatment of hemorrhoids |   |
| 62.  Sphincterotomy/Fissurectomy |   |
| 63. Laparoscopic appendicectomy |   |
| 64. Laparoscopic cholecystectomy |   |
| 65.  TURP (endoscopic Resection prostate) |   |
| 66.  Varicose vein stripping or ligation  |   |
| 67.   Excision of dupuytren's contracture  |   |
| 68.  Carpal tunnel decompression  |   |
| 69.  Excision of granuloma |   |
| 70.  Arthroscopic therapy |   |
| 71.  Surgery for ligament tear |   |
| 72.  Surgery for meniscus tear |   |
| 73. Surgery for hemoarthrosis/pyoarthrosis |   |
| 74. Removal of fracture pins/nails |   |
| 75.  Removal of metal wire  |   |
| 76. Incision of bone, septic and aseptic |   |
| 77. Closed reduction of fracture, subluxation or epiphyseolysis with osetosynthesis |   |
| 78.  Suture and other operations on tendons and tendon sheath |   |
| 79.   Reduction of dislocation under GA |   |
| 80. Cataract surgery  |   |
| 81. Excision of lachrymal cyst |   |
| 82. Excision of pterigium |   |
| 83. Glaucoma Surgery |   |
| 84.  Surgery for retinal detachment |   |
| 85. Chalazion removal (Eye) |   |
| 86. Incision of lachrymal glands |   |
| 87.  Incision of Diseased eye lids |   |
| 88.  Excision of eye lid granuloma |   |
| 89.  Operation on canthus & epicanthus |   |
| 90.  Corrective surgery for entropion & ectropion |   |
| 91. Corrective surgery for blepharoptosis |   |
| 92. Foreign body removal from conjunctiva |   |
| 93.  Foreign body removal from cornea |   |
| 94.  Incision of cornea |   |
| 95. Foreign body removal from lens of the eye |   |
| 96. Foreign body removal from Posterior chamber of eye |   |
| 97.  Foreign body removal from orbit and eye ball |   |
| 98. Excision of breast lump /Fibro adenoma |   |
| 99. Operations on the nipple |   |
| 100. Incision/Drainage of breast abscess |   |
| 101.  Incision of pilonidal sinus |   |
| 102.   Local excision of Diseased tissue of skin and subcutaneous tissue |   |
| 103.   Simple restoration of surface continuity of the skin and subcutaneous tissue |   |
| 104.   Free skin transportation, donor site |   |
| 105.   Free skin transportation recipient site |   |
| 106.  Revision of skin plasty |   |
| 107.   Destruction of the Diseases tissue of the skin and subcutaneous tissue  |   |
| 108.   Incision, excision, destruction of the Diseased tissue of the tongue |   |
| 109.    Incision and lancing of the salivary gland and a salivary duct |   |
| 110.  Resection of a salivary duct |   |
| 111. Reconstruction of a salivary gland and a salivary duct |   |
| 112. External incision and drainage in the region of the mouth, jaw and face |   |
| 113.  Incision of hard and soft palate  |   |
| 114.   Excision and destruction of the Diseased hard and soft palate |   |
| 115.  Incision, excision and destruction in the mouth |   |
| 116. Surgery to the floor of mouth |   |
| 117. Palatoplasty |   |
| 118. Transoral incision and drainage of pharyngeal abscess |   |
| 119. Dilatation and curettage |   |
| 120.  Myomectomy , hysterscopic or laparascopic biopsy or removal |  |
| 121. Vaccination / Inoculation forming a part of Post bite treatment. |   |
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