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CRITICAL ILLNESS INSURANCE

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 in so far 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 of 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 these information shall be condition precedent to YOUR or the Insured Person's right to recover under this POLICY.

DEFINITION OF WORDS

- Proposal: It means any signed proposal by filing up the questionnaires and declarations, written statements and any information in addition thereto supplied to US by YOU.
- Policy: It means the policy booklet, 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.
- Schedule: It means latest Schedule issued by US as part of the policy. It provides details of the policy of Insured Person(s), 3 which are in force and the level of cover Insured Person(s) have.
- **Sum Insured:** It means the monetary amount shown against Insured Person. 4
- WE/OUR/US: It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.
- 6. YOU/YOUR: It means the person(s)/the company/the entity named as Insured in the Schedule
- 7. Insured Person: The person named as Insured Person(s) in the Schedule lodged with US by YOU.
- Period of Insurance: It means the duration of this policy as shown in the Schedule. 8.
- 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.
 - injury that has one or more of the following b) Chronic condition - A chronic condition is defined as a disease, illness, or 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 o f 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.
- Critical Illness: It means any disease as defined under Point 11 to 19 which the Insured Person is diagnosed to have suffered from.
- 11. Stroke Resulting In Permanent Symptoms: Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial IRDA/NL-HLT/ITGI/P-H©/V.1/302-13-14



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source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- a. Transient ischemic attacks (TIA)
- b. Traumatic injury of the brain
- c. Vascular disease affecting only the eye or optic nerve or vestibular functions

12. Cancer of specified Severity:

I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

II. The following are excluded -

- a. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- b. Any skin cancer other than invasive malignant melanoma
- c. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0........
- d. Papillary micro carcinoma of the thyroid less than 1 cm in diameter
- e. Chronic lymphocyctic leukaemia less than RAI stage 3
- f. Microcarcinoma of the bladder
- g. All tumours in the presence of HIV infection
- 13. <u>Kidney failure requiring regular dialysis:</u> the End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
- 14. Open Chest CABG: The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- a. Angioplasty and/or any other intra-arterial procedures
- o. Any key-hole or laser surgery.
- 15. Major Organ/Bone Marrow Transplant: The actual undergoing of a transplant of:
 - One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible endstage failure of the relevant organ, or
 - b. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II The following are excluded:

- a. Other stem-cell transplants
- b. Where only islets of langerhans are transplanted
- 16. <u>End Stage Liver Disease</u>: It 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.
- 17. <u>Major Burns</u>: It means an injury due to any form of burn touching one third (33%) or more of the body area causing in loss of soft tissue resulting in impairment or loss of function of the injured organ.
- 18. <u>Coma of Specified Severity</u>: A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - a. no response to external stimuli continuously for at least 96 hours;
 - b. life support measures are necessary to sustain life; and
 - c. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

- 19. Multiple Sclerosis with Persisting Symptoms:
 - I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
 - a. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
 - b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
 - c. well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.
 - II Other causes of neurological damage such as SLE and HIV are excluded.



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- 20. <u>Injuries</u>: It means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 21. <u>Diagnosis</u>: It means diagnosis by a registered Medical Practitioner, supported by clinical, radiological, histological and laboratory evidence, acceptable to Us.
- 22. <u>Surgery or Surgical Procedure:</u> means manual and/or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a *medical practitioner*.
- 23. Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council of 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. The registered Medical Practitioner should not be the Insured or close family member.
- 24. 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.
- 25. <u>Pre-existing Diseases</u> means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer.
- 26. Any One Illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- 27. 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 ratable proportion of the Sum Insured.
- 28. Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - --has qualified nursing staff under its employment round the clock;
 - --has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - --has qualified medical practitioner(s) in charge round the clock;
 - --has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - --maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

*Following are the enactments specified under the Schedule of section 56 of clinical Establishments (Registration and Regulation) Act, 2010 as of October 2013. Please refer to the act for amendments, if any.

- 1. The Andhra Pradesh Private Medical Care Establishments (Registration and Regulation) Act, 2002.
- 2. The Bombay Nursing Homes Registration Act, 1949.
- 3. The Delhi Nursing Homes Registration Act, 1953.
- The Madhya Pradesh Upcharya Griha Tatha Rujopchar Sanbabdu Sthapamaue (Ragistrikaran Tatha Anugyapan) Adhiniyam, 1973.
- 5. The Manipur Homes and Clinics Registration Act, 1992.
- 6. The Nagaland Health Care Establishments Act, 1997.
- 7. The Orissa Clinical Establishments (Control and Regulation) Act, 1990.
- 8. The Punjab State Nursing Home Registration Act, 1991.
- 9. The West Bengal Clinical Establishments Act, 1950.
- 29. 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.
- 30. <u>Inpatient Care</u> means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event
- 31. <u>Medical Advise</u> Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. Third Party Administrator means any person who is licensed under the IRDA (Third Party Administrators Health Services) Regulations, 2001 by the Authority, and is engaged, for a fee or remuneration by an insurance company, for the purposes of providing health services.



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- 36. Network Provider means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.
- 37. Non- Network means any hospital, day care centre or other provider that is not part of the network.
- 38. Portability: Portability means transfer by an individual health insurance policy holder (including family cover) of the credit gained by the insured for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another.
- 39. 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: Anomaly which is not in the visible and accessible parts of the body.
 - b. External Congenital Anomaly: Anomaly which is in the visible and accessible parts of the body
- 40. 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.
- 41. <u>Subrogation</u> 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.
- 42. <u>Condition Precedent</u> shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon

COVERAGE

WHAT IS COVERED

If the Insured Person(s) is/are for the first time diagnosed during the period of Insurance as suffering from a critical illness, symptoms (and/or the treatment) as defined under point 11 to 19 of "Definition of Words" and/or received Injuries as defined under point 20 of "Definition of Words", then WE will reimburse to you medical hospitalization expenses incurred in respect of Insured person(s) - as an inpatient ,or to Insured Person(s) or to his /her legal heirs up to the amount stipulated against such Insured person in the schedule. In case of availing Cashless Hospitalisation at Network Hospital no reimbursement of expenses shall be involved.

WHAT IS NOT COVERED

We will not pay for

1. Pre-existing diseases.

This exclusion will also apply to any complications arising from Pre- existing Disease/ Injury. Such complications will be considered as a part of the Pre-existing Disease

- **2.** Any critical illness as specified in the Policy, which incepts or manifest during the first 90 days of the period of insurance cover for Insured Person.
- **3.** Any critical Illness which arises or is caused by any one of the following:
- a. The ingestion of drugs other than those prescribed by Registered Medical practitioner.
- b. Ingestion of Medicines whether prescribed or not for treatment of drug addiction and alcoholism and drug addiction and alcoholism.
- c. Drug addiction, alcoholism, smoking of more than 30 cigarettes/cigars or equivalent intake of tobacco in a day and any complication, consequences arising there from.
- d. Any attempt by the Insured Person of suicide or any injury, which is self inflicted or in any manner willfully caused by or on behalf of Insured Person.
- e. Any Insured person suffering from Human T.Cell Lymphotropic Virus Type III (HTLV-III) or Lymphadenopathy Associated Viruses (LAV) or the Mutant derivatives or Variations Deficiency Syndrome or any Syndrome or a condition of similar kind referred to as AIDS. The onus shall always be on Insured Person to show any event was not caused by or did not arise through AIDS or HIV.
- Any Insured Person under 5 years or aged 60 years or more.
- Circumcision except for diseases not excluded here or Injury, vaccination or Inoculation or change of life or cosmetic or aesthetic treatment of any description.



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- Convalescence, General Debility, Run Down condition or rest cure, congenital external diseases or defects or anomalie, sterility veneral diseases.
- Any claim if a critical Illness is caused directly or indirectly or contributed to by or arising from:
- a. Ionizing Radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or nuclear weapon materials.
- b. War, Invasion, Act of foreign enemy, Hostilities, Civil war, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Power, Seizure, Capture, Arrest, Restraints and Detainments of all kinds, Princes of whatever nation conditions or quality so ever.
- 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..

SPECIAL PROVISIONS

- 1. Each of the above critical illness mentioned in the Policy must be confirmed by a registered Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to US.
- 2. WE will make payment to Insured Person only once in respect of treatment of any particular critical illness or injury.
- 3. The cover under this Policy in respect of a critical illness or injuries for any Insured Person shall cease upon the reimbursement of medical expenses incurred as inpatient /provision of Cashless hospitalization on the treatment of the critical illness or injuries.

GENERAL CONDITIONS

- Conditions Precedent- Where this Policy requires You/your family member(s) named in the Schedule 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/your family member(s) named in the schedule will cooperate
 with Us at all times.
- 2. Reasonable Precautions YOU/Insured Person shall take all reasonable precautions to prevent injury, illness, and disease in order to minimize claims.
- 3. Notice YOU/Insured Person will give every notice and communication in writing to OUR office through which this insurance is effected
- 4. <u>Disclosure to information norm</u>: 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 facts.
- 5. <u>Changes in Circumstances</u> 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 e.g. duty, business, occupation.
- 6. <u>Claim Procedure and Requirements</u> The Policy provides for Cashless facility at the network hospitals. The provision of Cashless is at the discretion of IFFCO Tokio / Third Party Administrator keeping in mind the coverage provided under this Policy. In case of the treatment being taken without cashless, the claim will be processed on a reimbursement basis as per the terms and conditions of the policy.

Notification of Claim An event, which might become a claim under the Policy, must be reported to US as soon as possible, but not later than 14 days from the date of discharge from Hospital after treatment of the Critical Illness. A written statement of the claim will be required and a claim form will be provided and the claim must be filed within 30 days from the date of discharge from Hospital post treatment of the Critical Illness except for in extreme cases of hardship where it is proved to Our



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satisfaction that under the circumstances, in which YOU, the Insured Person or his/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.

The Insured Person must give all bills, receipts, certificates, information and evidences from a Medical Attendant or otherwise 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 in case of alleged injury or disease if and when WE may reasonably require.

- 7. Assignment: This Policy may not be assigned. Compensation shall be payable only to the Insured person or the Insured Person's legal representative whose receipt shall be effective discharge to US.
- 8. 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 Insured Person, all benefit(s) under this Policy shall be forfeited.
- 9. <u>Contribution</u> If, when any claim arises, there is in existence any other Insurance covering the same loss/liability, compensation, costs or expenses, we will pay only Our ratable proportion of the claim.
- 10. 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 Grace Period of 30 days from the expiry date, beyond which the continuity benefits will not be available and any insurance cover thereafter will be treated as fresh cover. In any case, we
- 11. Cancellation: We will not ordinarily cancel the policy unless it is a case of mis-representation, concealment of material fact or fraudulent act of insured. In case of cancellation of the policy due to above reasons, policy shall be void and all premium paid hereon shall be forfeited to the Company and the same shall be communicated to you by sending a 15 (Fifteen) notice by registered Post to your last known address

shall not be liable to pay claim occurring during the period of break in insurance.

You may cancel the Policy by sending at least 15(Fifteen) days written Notice to Us under Registered Post. We will then allow a refund on following scale provided there is no claim. Where claim is preferred, no refund will be made.

Period of Cover up to	Percentage of Premium to be Refunded
1 Month	75%
3 Month	50%
6 Month	25%
Exceeding Six Months	NIL

- 12. WE will not be bound to take notice or be affected by any notice of any 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.
- 13. <u>Arbitration</u> Should any dispute arise between YOU and US on quantum of Amount payable (liability being admitted by US), such dispute will be referred to Arbitrator to be appointed in accordance with statutory provisions of the country in force at that time. Further, if when any dispute is referable or referred to arbitration, the making of an award by arbitration, shall be a condition precedent to any right of action by YOU against US.
- 14. <u>Disclaimer Clause</u> If WE shall disclaim our liability in any claim and such claim shall not have been made subject matter of suit in a court of law within 12(twelve) 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.
- 15. No sum payable under this Policy shall carry any interest/ penalty.
- 16. The geographical scope of this Policy will be India.
- 17. Free Look Period: The free look period shall be applicable at the inception of the policy and
 - i. The insured will be allowed a period of at least 15 days from the date of receipt of the Policy to review the terms and conditions of the Policy and to return the same if not acceptable;
 - ii. If the insured has not made any claim during the free look period, the insured shall be entitled to
 - a. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or;
 - b. Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or
 - c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period
- 18. <u>Alteration of Policy Conditions</u>: The policy terms and conditions may undergo alteration as per the IRDA Health Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes



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- into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Health Regulation.
- 19. Withdrawal of Policy: This product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to portability conditions.
- 20. Portability:
 - a. Portability shall be granted only to the Insured Person/s who is/are presently covered and were continuously covered without any lapses under any other similar health insurance plan with an Indian Non life/Health insurer in the past.
 - b. In case portability is granted by us the proviso's regarding the waiting periods specified under Exclusion Nos 1 and 2 of the Policy stand modified as under in respect of such insured persons granted with portability.
 - i. The waiting periods shall be reduced by the number of continuous preceding years of coverage of the Insured Person under the previous health insurance policy/Policies; AND
 - ii. If the proposed Sum Insured for a proposed Insured Person is more than the Sum Insured applicable under the previous health insurance policy, then the reduced waiting period shall apply only to the extent of the Sum Insured under the previous health insurance policy.
 - iii. The reduction in the waiting period specified above shall be only if We have received the database and claim history from the previous Indian insurance company;
 - iv. We shall consider only completed years of coverage for waiver of waiting periods. Policy extensions if any sought during or for the purpose of porting insurance policy shall not be considered for waiting period waiver