



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

PROFESSIONAL INDEMNITY POLICY
UIN:IRDAN106RP0044V01202223

POLICY WORDING - APPLICABLE FOR
DOCTORS, MEDICAL PRACTITIONERS AND MEDICAL ESTABLISHMENTS

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 **YOUR** liabilities as specified in the Schedule during the period of Insurance and accordingly **WE** will indemnify **YOU** in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exemptions of this Policy in so far as they relate to anything to be done or complied with by **YOU** 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 wherever it may appear. **YOUR Policy** is based on information, which **YOU** have given **US** and the truth of these information shall be condition precedent to **YOUR** right to recover under this Policy.

DEFINITION OF WORDS

1. **Proposal**
It means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to **US** by **YOU** or on **YOUR** behalf.
2. **Policy**
It means the Policy Booklet, the Schedule and any applicable endorsements or memoranda. **YOUR** policy contains the details of the extent of the cover available to **YOU**, what is excluded from the cover and the conditions, warranties on which the Policy is issued.
3. **Schedule**
It means the latest schedule issued by **US** as part of **YOUR** Policy. It provides details of **YOUR** Policy including full description of liabilities covered which are in force and the period of cover **YOU** have against the liabilities described.

A Revised Schedule will be sent at each renewal and whenever **YOU** request for a change in the cover.
4. **Limit of Indemnity/Indemnity Limit**
It means the total monetary amount of our liability during the policy period. Our total liability to pay compensation, claimants' costs, fees and expenses defence costs shall not exceed Indemnity limit. Indemnity limit set out in Schedule for any one accident applies to any one claim or series of claims arising from one originating cause. The Indemnity limit for Any One Year as set out in the Schedule shall represent the aggregate amount of our liability during the Policy Period arising out of all acts.

5. **WE/ OURS/ US**
It means **THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**
6. **YOU/ YOUR**
It means the person(s)/the Company/the entity named as Insured in the Schedule.
7. **Market Value**
It means the Replacement Value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.
8. **Loss/Lost:**
It means the Damage or Loss.
9. **Excess**
It means the first part of any claim for which **YOU** are responsible. Limit of Indemnity will apply after the Excess has been deducted.
10. **Retroactive Date**
It means the date when the risk is incepted under a claims made policy and thereafter renewed without break in the period of cover.
11. **Injury**
It means death, bodily injury, illness or disease of or to any person.
12. **Damage**
It means actual and/or physical damage or destruction to tangible property.
13. **Policy Period**
It means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the schedule.
14. **Period of Insurance**
It means the period commencing from the retroactive date and terminating on the expiry date as shown in the schedule.
15. **Accident**
It means a fortuitous event or circumstances which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstances.
16. **Cross Liabilities**
It means that each person or party indemnified is separately indemnified respect of claims made against any of them by any other person or party (other than the named insured) subject to our liability not exceeding the limit of indemnity stated in the schedule.
17. **Defence costs**
It means all costs, fees and expenses incurred with our prior consent in the investigation, defence or settlement of any claim made against you and the cost of representation at any inquest, inquiry or any other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against you provided such claim(s) are the subject of indemnity by the policy whether liability ultimately attaches or not. Such costs, fees and expenses are called "Defence costs".
18. **Claims Series Clause**

It means that for purpose of this policy, where a series of losses and/or several bodily injuries and/or death are attributable directly or indirectly to the same cause or error or omission and all such relating to discharge of professional services, all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claims shall deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however be no coverage for claims made/arising from one specific cause which are made later than 3 years after the first claim of the series.

GENERAL CONDITIONS

1. **Reasonable Precaution and Care of Property:**
YOU shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimise claims. **YOU** must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees.
2. **Notice**
YOU will give every notice and communication in writing to **OUR** office through which this insurance is effected.
3. **Misdescription:**
This Policy shall be void and all premium paid by **YOU** to **US** shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.
4. **Changes in Circumstances**
YOU must inform **US**, as soon as possible, of any material change in information **YOU** have provided to **US** about yourself, profession, your employees or any fact, event or circumstances supplied to us at the time of effecting this policy and accordingly We may amend the terms of the policy according to materiality of such change.

YOU must also notify **US** about any alteration made whereby risk of loss/damage is increased. In case of such alteration made and not accepted by **US** in writing, the cover under this policy shall cease.
5. **Claim Procedure and Requirements:**
Upon happening of an event giving rise to a claim against you or any specific event or circumstances which may give rise to a claim against you and forms part of indemnity:
 - a) **YOU** or **YOUR** authorised representative shall forthwith give notice in writing to **OUR** nearest office with a copy to Policy issuing office with full particulars. A written statement of the claim will be required and a claim form will be provided. This written statement of claim along with all such additional information as we may require will be given by you at the earliest.
 - b) Every claim, writ, summons or process and all documents relating to event shall be forwarded to us immediately after they are received by you.
6. **Claim Control and subrogation**
WE are entitled
 - a) To receive all information and assistance from **YOU** and any other person seeking benefit under the Policy.
 - b) But in no case we are under obligation, to take proceedings in **YOUR** name or any other person who is claiming or has received benefit, the defence of any claim(s) and We will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the

defence of any claim may relinquish the same. All amounts expended by us in the defence settlement or payment of any claim will reduce the limit of indemnity as specified in the schedule.

In the event We at our sole discretion choose to exercise our right pursuant to this condition; then no action taken by us in the exercise of such right will serve to modify or expand in any manner, our liability or obligations under this policy beyond what our liability or obligations would have been had we not exercised our right under this condition.

c) To pay to you in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit(after any reduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payments being made, we shall relinquish the conduct and control of and be under no further liability in connection with the claim(s)

7. No admission offer, promise or payment shall be made or given by you or on your behalf without our written consent.

8. **Fraud**

If any claim under this Policy is fraudulent in any respect with or without **YOUR** knowledge or if any fraudulent means or devices are used by **YOU** or on **YOUR** behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

9. **Contribution:**

If at the time of happening of any event resulting into a liability covered by this Policy, there shall be existing any other liability Insurance of any nature covering the same liability, whether effected by **YOU** or not, then **WE** will pay only rateable proportion.

This policy does not cover liability which at the time of happening of an event resulting into such liability, be insured by or would, but for existence of this policy, be incurred under any other policy (but not public liability policy)or policies, except in respect of any excess insurance beyond the amount which would have been payable under such policy/policies, had this not been effected.

10. **Reduction in the limit of indemnity**

In the event of liability arising under the policy or the payment of a claim under the policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

11. **Cancellation**

WE may cancel this policy by sending 15 days notice in writing by Regd. A.D. to **YOU** at **YOUR** last known address. **YOU** will then be entitled to a pro-rata refund of premium (subject to a minimum retention of 25% of the annual premium) for the unexpired period of this policy from the date of cancellation, which **WE** are liable to repay on demand. **YOU** may cancel this Policy by sending written Notice through Registered A.D. to **US**. **WE** will then allow a refund after keeping the premium based on the following retaining table provided there is no claim under the Policy during the period of Insurance. In case of any claim under the Policy, no refund of premium shall be allowed.

Short Period Scales

Period	Rate
Not exceeding one month	25% of the annual rate
Not exceeding three months	50% of the annual rate

Not exceeding six months	75% of the annual rate
Exceeding six months	Full annual premium

12. **Records**

You shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of the insurance declare such details as we may require. We shall at all reasonable times have full access to inspect such records.

13. **Disclaimer Clause**

If WE shall disclaim OUR liability in any claim, and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

14. **Geographical Scope**

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against you in an Indian court. It is further agreed and understood that only Indian law shall be applicable to any such action.

15. **Policy dispute clause**

Any dispute concerning the interpretation of the term condition, limitation and/or exclusions contained herein is understood and agreed to by both you and us to be subject to Indian law. Each party agrees to submit to the jurisdiction within India and to comply with all requirements necessary to give court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

16. **Renewal Notice:**

We shall not be bound to accept any renewal premium or give notice that such premium is due.

COVERAGE

We will indemnify you against your liability to pay compensation including claimants cost, fees and expenses anywhere in India in accordance with Indian law.

Indemnity

The indemnity only applies to claim arising out of injuries and/or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional services rendered or which should have been rendered by you or your qualified assistants named in the Schedule or any nurse or technician employed by you (herein referred to as the "Act"). Such act during the period of insurance results in a claim first made in writing against you during the policy period and you are indemnified in accordance with coverage for and /or arising out of injury as stated in the schedule provided that there shall be no liability hereunder for any claim made against you for act committed or alleged to have been committed prior to Retroactive date specified in the Schedule.

Special provision

a) **Notification extension clause**

Should you notify us during the policy period in accordance with general condition 5 under this policy of any specific event or circumstance which we accept may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that we will deal with such claim(s) as if they had first been made against you during the policy period. The extension under this clause will be subject to the maximum time laid down under the Indian Limitation Act in force from time to time.

b) **Extended claim reporting clause**

In the event of non renewal or cancellation of the policy, either by you or us, we will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during the extended reporting period for the same interest, for notification of claim for accidents which had taken place during the period of insurance but could not be made during the Policy period provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limit of indemnity and the term, conditions and exceptions of the policy.

EXCLUSIONS/ EXCEPTIONS

We will not be liable for:

- 1 Liability attaching to us in respect of:
 - a) Any criminal act or any act committed in violation of any law or ordinance.
 - b) Services rendered while under the influence of intoxicants or narcotics.
 - c) The performance by dentists and dental Surgeons of
 - i) General anaesthesia or
 - ii) Any procedure carried out under general anaesthesia unless performed in a Hospital.
 - d) The use of drugs for weight reduction.
 - e) Claims made against you arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (herein after referred to as cosmesis) it being understood that the following shall not be deemed to be cosmesis:
 - i) Anaesthetic X-Ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.
 - ii) Plastic surgical repair of scar tissue being the result or previous surgery unrelated to cosmeses performed by you.
 - iii) Plastic surgery in connection with burns or other transmatic injury.
 - f) Third Party Public Liability.
 - g) Claims arising from any condition directly or indirectly caused by or associated with Human T. Cell lymphotropic virus type III (HTLV 111) or Lympha disopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
- 2 Liability assumed by you by agreement and which would not have attached in the absence of such agreement.
- 3 Liability arising out of
 - a) Deliberate, wilful or intentional non-compliance of any Statutory provision.
 - b) Loss of pure financial nature such as loss of goodwill, loss of market etc.
 - c) All personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from.
 - d) Fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

- e) Liabilities directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - f) Liabilities directly or indirectly caused by or contributed to by
 - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - g) Genetic injuries caused by X-Ray treatment/diagnosis or treatment/diagnosis with radioactive substances.
 - h) Professional services rendered by you prior to Retroactive date in the schedule.
 - i) The deliberate conscious or intentional disregard of your technical or administrative management or the need to take all reasonable steps to prevent claims.
 - j) Injury to any person under a contract of employment or apprenticeship with you when such injury arises out of the execution of such contract.
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GRIEVANCE OR COMPLAINT

In case of any grievance, the Insured Person may contact Us through:

Website: <https://www.iffcotokio.co.in/customer-services/grievance-redressal>
Toll free: 1800-103-5499
E-mail: support@iffcotokio.co.in
Courier : Chief Grievance Officer
IFFCO-Tokio General Insurance Co Ltd
IFFCO Tower, Plot no. 3
Sector -29, Gurgaon – 122001

Insured Person may also approach the grievance cell at any of Our branches with the details of grievance. The list of branches with addresses are available at <https://www.iffcotokio.co.in/contact-us>.

If the Insured Person is not satisfied with the redressal of grievance through one of the above methods, the Insured Person may contact the grievance officer at chiefgrievanceofficer@iffcotokio.co.in.

For updated details of grievance officer, kindly refer the link <https://www.iffcotokio.co.in/customer-services/grievance-redressal>.

If the Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. The contact details of the Insurance Ombudsman offices have been provided as below.

Grievance may also be lodged at IRDAI Integrated Grievance Management System

- <https://igms.irda.gov.in/>

Office Details	Jurisdiction of Office Union Territory, District)
<p>AHMEDABAD - Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU – Mr Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Shri R. M. Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455. Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH – Mr Atul Jerath Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI - Shri Segar Sampathkumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p>DELHI – Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri N Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
<p>JAIPUR – Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363, Email: Bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan</p>
<p>ERNAKULAM – Shri G. Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>
<p>KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti,</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p>MUMBAI - Shri Bharatkumar S. Pandya Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p> <p>NOIDA - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>Ambedkarnagar, Sultanpur, Maharajgang, Santkabimnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p> <p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).</p> <p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE – Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

Address of Insurance Regulatory and Development Authority of India is also mentioned below –

Insurance Regulatory and Development Authority of India
Sy. No 115/1, Financial District, Nanakramguda, Gachibowli,
HYDERABAD 500 032