

(Soft copy version of the final agreement)

INDIAN INSTITUTE OF TECHNOLOGY

GUWAHATI



**CONTRACT AGREEMENT**

**NIT. NO./Ref: IITG/MS/GMIS/3/19-20 Dt. 24/05/2019**

**NAME OF WORK**

“Group Medical Insurance Scheme for Employees, Retirees and Students of  
IIT Guwahati”

**NAME OF INSURER**

**M/s Iffco- Tokio General Insurance Co. Ltd., Guwahati**

**CONTRACT AGREEMENT FOR PROVIDING  
GROUP MEDICAL INSURANCE SCHEME**

BETWEEN  
INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG)  
AND  
M/S. IFFCO-TOKIO GENERAL INSURANCE CO. LTD., GUWAHATI

This agreement is made on this 1<sup>st</sup> day of August, 2019 between the Indian Institute of Technology Guwahati (IITG), hereafter referred to as '*the Insured*' and M/s Iffco- Tokio General Insurance Co. Ltd., Guwahati hereafter referred to as '*the Insurer*'.

Whereas the Insured invited Tenders for providing Group Medical Insurance Scheme vide tender no. IITG/MS/GMIS/3/19-20 Dated 24.05.2019. And whereas in response to the Insured's tender referred to herein above, the Insurer submitted quotation and after subsequent discussion on modalities, terms and conditions, the Insured accepted the offer submitted by the Insurer. Accordingly, the contract was awarded to the Insurer for the period from 01.08.2019 to 31.07.2020. The Insurer shall provide Group Medical Insurance Scheme to the Insured as per the following terms and conditions.

**01. Type of Policy:**

Group Medical Insurance Scheme for employees, retirees, students & Institute Fellow of the Insured, Indian Institute of Technology Guwahati, Guwahati -781 039.

**02. Effective date and duration:**

The policy shall be issued for a period of 1 (one) year. The policy shall be effective from 1<sup>st</sup> August 2019. From the day one of the date of effect of the policy, all claims covered under the policy including maternity claims (both cashless and non-cashless) will be taken care of without having any waiting period at all. Based on performance of the Insurer, the Insured may decide whether to consider renewal of the policy for a further period.

**03. Scope of the Insurer:**

The Insurer shall issue a single policy combining (i) the students of the Insured and (ii) the employees/retirees/institute fellow and the families of the individual insured, which provide reimbursements against every hospitalization and domiciliary treatment within India.

#### **04. Terms of Policy Execution:**

**4.1. Third Party Administrator (TPA):** Third Party Administrator (TPA) is the organization that administrates group insurance policy for an employer/insured. This organization works with the employer/insured as well as the insurer to communicate information between the two, as well as processing claims and determining eligibility.

**4.2. Details of TPA** for providing Cashless facility and or reimbursement of claims to insured persons under this policy:

*Raksha Health Insurance TPA Pvt. Ltd.*

*Prag Plaza, 2nd Floor,*

*Near Hub Super Market.*

*Bhangagarh, Guwahati-05*

*Phone no.: 0361-2466056/57*

Mobile Phone No. 9435224220(Raktim Phukan),e-mail id :  
raktim.phukan@rakshatpa.com, www. rakshatpa.com,

**4.3. Helpdesk at the Insured premises:** For smooth processing of claims, a staff of TPA will be stationed at the Insured premises on a regular basis, at least twice in a week on all Tuesday and Friday with fixed timing from 2 PM to 5 PM without any exception that either any Tuesday or Friday is a non-working day of the institute. One back up person should be arranged by TPA in case one cannot make it due to leave or their work. For this purpose, unless otherwise decided by the Insured, a seating place/room with a table and chair shall be provided by the Insured.

#### **05. Cashless Treatment:**

**5.1.** From the day one of the date of effect of the policy, the Insurer shall provide Cashless facility through its TPA, which will help the insured to avail hospitalization benefits without any advance payment. Cashless treatment means a facility whereby the TPA agrees, on the insured's request, to settle the admissible claim directly to the network hospital. Any expense in excess of the admissible claim amount will, however, have to be borne by the individual insured himself/herself.

**5.2. Network Hospitals:** List of Network Hospitals is as given in **Annexure I**.

**5.3** In case of Guwahati city, currently a total number of 13 hospitals as given in **Annexure II** are included in their Network.

**5.4 Mode of Cashless Treatment:** Claims in respect of Cashless access services will be through the agreed list of network of hospital / nursing home provided by the Insurer/TPA. The TPA shall, upon getting requisition in writing or verbal (by 24x7 toll free number: 1800-180-1444), as applicable, from the individual insured under this policy, will issue a pre-authorization letter / guarantee of payment letter to the hospital /nursing home mentioning the sum guaranteed as payable and also the ailment for which the person is seeking to be admitted as a patient.

**06. Non-Network Hospitals or Non-Cashless Treatment:** From the day one of the date of effect of the policy, in case of non-cashless treatment, as per the conditions of the policy, reimbursement shall be made by the Insurer/TPA. In such cases, the insured individuals shall intimate to TPA prior to treatment. In case of emergency, the intimation in the form of email/SMS/phone shall be made within 24 hours of hospitalization. For reimbursement against such treatment, the following documents are to be submitted to the TPA within 30 (thirty) days from the date of discharge from the Hospital:

- a) *Claim form filled and signed by the insured.*
- b) *Copy of doctor's advice.*
- c) *Copy of a discharge certificate from the hospital.*
- d) *Bills/receipts/cash memos in originals from the hospitals supported by copies of doctor's prescriptions. Copies of diagnostic test reports supported by advice of the attending medical practitioner/ surgeon justifying such diagnostics.*

- 07. ID Card:** Identity Cards shall be issued by the Insurer/TPA to all the persons covered under the policy. In case of employees, a separate ID card must be issued to each member of the family. If there is a delay in the issuance of ID card by the Insurer/TPA, the ID card issued by the Insured as well as e-cards to its employees, institute fellow and students must be honoured in all the Network hospitals. In case of family members of the Insured employees, any ID card such as Driving License, Voter ID, PAN Card, Passport, Student ID Card, accompanied by the employee's ID card should be honoured.
- 08. Customary & Reasonable Charge:** Rate of reimbursement under this Policy shall be the rate which is consistent with the prevailing rate in an area or charged in a certain geographical area for identical or similar services without any upper cap in TPA's Network Hospitals.
- 09. Sum Insured:**
- 09.1. Basic Sum Insured:** Basic sum insured for regular employee is Rs. 2 lakh per family and Rs. 1 lakh per registered student under the combined policy.
- 09.2. Top-up Sum Insured:** Under the policy, employees and students may opt for top-up in the blocks of Rs. 1 lakh up to 12 lakhs over and above the basic sum insured.
- 09.3.** In case of retiree, institute fellow, employee under deputation and lien may opt for sum insured from minimum Rs. 2 Lakhs and maximum of 14 Lakhs.
- 09.4 Floater Sum Insured:** In case of employee and retirees, the total sum insurance (basic + top-up) of an individual family shall be utilized on family floater basis. This means the sum insured is available for any one or all members of the employee's or retirees's family.
- 10. Corporate Buffer:** It is a special provision formulated under the policy which is meant to meet contingency expenditure which could not be met by an individual within the sum insured under the policy. The Corporate Buffer is to be provided by the Insurer as an incentive in lieu of the anticipated unutilized sum insured during the policy periods. The Corporate Buffer is fixed under this policy as Rs. **30 lakhs** which shall float on the entire group subject to terms and condition of the policy issued.
- 10.1. Utilization of Corporate Buffer:** The Corporate Buffer shall be at the discretion of the Director, IITG, the Insured. In case the sum insured of a member is exhausted but continuation of the treatment is found inevitable, on case to case basis, the Director, IITG, the Insured, may allot an amount (*equivalent to sum insured*) from the Corporate Buffer and recommend the same to the Insurer for utilization of this fund subject to the terms and conditions of the policy.
- 11. Coverage:**  
Subject to the terms/conditions, coverage, exclusions and definitions contained herein or endorsed, the Insurer shall undertake that if during the period of contract (starting from the day one of the date of effect of the policy) or during the continuance of the policy by renewal any Insured Person shall contract any disease or suffer from any illness or sustain any bodily injury through accident, the Insurer will pay for all such expenses as

mentioned in the agreement to the hospital / nursing home or the insured person through the TPA.

**12. Persons Covered:**

**12.1. Employee and Family:** The policy is based on principle of Floater Sum Insured. Employee under this policy means both the current employees and the retirees and their respective families as recorded in the personal file of the employee of the Insured.

**12.2. Inclusion of new employee:** Subject to payment of pro-rata premium, coverage shall be provided to the newly appointed employees and their families. The terms and conditions for these members shall be the same with other members of the policy. The premium for a new employee shall be fixed at an average rate. *The details of GMIS beneficiaries sent by Insured should be updated under the existing policy within a week from the date of receipt of intimation.* The insurer should immediately inform the insured about the completion of task of updation. In the eventuality of any dispute arising out of non-compliance with this point, the matter should be resolved between insurer and TPA without any interference by IIT Guwahati

**12.3. Student:** Student for the purpose of this policy shall mean registered student of the Insured from the date of their registration on pro-rate basis. The policy shall be extended to the students admitted during the policy period subject to the payment of pro-rata premium. The terms and conditions for these members shall be the same with other members of the policy. The premium for a new student shall be fixed at an average rate.

**12.4. Ex-Students and Ex-employees:** In case an employee leaves the Institute before retirement or a student finishes his/her course of study with the Institute, the policy shall continue to be in force till the end of the current policy period or utilization of sum insured, whichever is earlier. In case, the policy is renewed for further periods, these members will not be included in the policy.

**13. Expenses Covered:** Following reasonable, customary & necessary expenses are reimbursable under the policy-

**13.1. Treatment system covered:** Allopathic treatment covered. In case of other system of treatment such as Homeopathy, Ayurvedic, Siddha and Unani, it covered only when the treatment is taken as in in-patient in a Government Hospital/Medical College Hospital.

**13.2. Upper limit on reimbursements:** Unless it is stated otherwise in any of the following clauses, the reimbursements shall be made as per actual without any upper limit up to the sum insured of the individuals.

**13.2.1. Pre-existing diseases:** All pre-existing conditions must be included.

**13.2.2. Doctors' fee:** Surgeon, Anaesthetist, Medical Practitioner, Consultants' Specialist fees, and any such fee paid to the doctor shall be reimbursed as per actual.

**13.2.3. Investigation, Treatment, Drugs, etc charges:** MRI, PET Scan, CT scan, Endoscopy, Ultra sound, Anesthesia, Dialysis, Chemotherapy, Radiotherapy, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials, X- ray, Cost of Prosthetic devices implanted during surgical procedure, relevant Laboratory/ Diagnostic test, X- Ray and any such medical expenses related to the treatment shall be reimbursed as per actual.

**13.2.4. Cost of artificial appliances:** Cost of artificial appliances including artificial joints, pace maker, artificial limbs, etc. shall be reimbursed as per actual. The maximum admissible limit for cost of hearing aid is Rs. 60,000/- for this year's policy period.

**13.2.5. Room and other charges:**

- (a) Room: Room expenses as provided by the Hospital/nursing home not exceeding 2.0 % of the sum insured per day or actual, whichever is less.
- (b) Nursing: 10% of room rent or actual whichever is less.
- (c) Dressing: 10% of room rent or actual whichever is less.
- (d) Service Fee: 10% of room rent or actual whichever is less.

**13.2.6. Intensive Care Unit (ICU):** Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU) expenses not exceeding 4.0 % of the sum insured per day, or actual, whichever is less.

**13.2.7. Pre-hospitalization:** Pre-hospitalization medical charges up to 30 days period immediately before the insured's admission to hospital for that illness shall be covered.

**13.2.8. Post hospitalization:** Post hospitalization medical charges up to 60 days period immediately after the insured's discharge from a hospital shall be covered.

**13.2.9. Day Care Treatment:** Coverage of day care must include the treatment or diseases mentioned in **Annexure III** from the day one of the date of effect of the policy. In addition to the said list, the Insurer may also include other treatment under the Day Care treatment as per their standard list.

**13.2.10. Ambulance service:** Ambulance service @ 1% of the sum insured or actual, whichever is less, for every shifting of a patient from residence to hospital vice-versa or from one Hospital/Nursing Home to another Hospital/Nursing Home in connection with hospitalization must be allowed.

**13.2.11. Hospitalization of Organ donor:** Hospitalization expenses incurred on the donor (not the cost of organ) during the course of organ transplant to the insured person shall be covered under corporate buffer.

**13.2.12. Special cases:** As a special case the following treatments/diseases/disorders also will be covered:

- (a) Cataract: Operation cost as well as actual cost of intra ocular lens (not spectacle/contact lens) limited to Rs. 24,000/- per eye and additional Rs.10,000/- for every Rs. 1 lakh top-up.
- (b) Maternity Benefit: Reimbursable maximum benefit upto Rs.50,000/- for both students and employees. This will be applicable from the day one of the date of effect of the policy.
- (c) Domiciliary treatment: Any Domiciliary treatment.
- (d) New born babies shall be covered under cashless facility from the day one.
- (e) Congenital/Psychiatric cases: Disorders under this category also will be covered.
- (f) Peritoneal Ambulatory dialysis up to Rs 3,500/- per day.

**13.2.13. Insurer's Liability:** The Insurer's liability in respect of all claims admitted during the period of Insurance shall not exceed the sum insured, unless otherwise decided by the competent authority for utilization of Corporate Buffer.

**14. Exclusions**

**Permanent Exclusions:** Any medical expenses incurred for or arising out of the following –

**14.1. War invasion etc.:** War invasion, Act of foreign enemy, War like operations, Nuclear weapons, ionizing radiation, contamination by radio activity, by any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.

**14.2. Cosmetic etc.:** Cosmetic or aesthetic treatment devices, circumcision without disease or emergency e.g. in paediatric patient, plastic surgery unless required to treat injury, illness or burnt.

**14.3. Vaccination & Inoculation**

**14.4. Cost of braces etc.:** Cost of braces, equipment or external prosthetic, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, and durable medical equipment.

**14.5. Deliberate exposure to danger etc.:** Bodily injury or sickness due to wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, attempted suicide, arising out of non-adherence to medical advice. This condition, however, shall not be applicable to patient undergoing psychiatric treatment.

**14.6. Injury due to hazardous sports:** Treatment of any bodily injury sustained whilst or as a result of active participation in any hazardous sports of any kind excluding normal sports activities of the Insured.

**14.7. Sexually transmitted diseases:** Sexually transmitted diseases, any condition directly or indirectly caused due to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or Lymphopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.

**14.8. Vitamins etc.:** Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

**14.9. Instrument** used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and Oxygen Concentrator for Bronchial Asthmatic condition.

**14.10.** Genetic disorders and stem cell implantation/surgery.

**14.11. Outside India:** Treatment undertaken outside India.

**14.12. Experimental treatment:** Unproven treatment (not recognized by Indian Medical Council).

**14.13. Anti obesity treatment:** Unless forming part of treatment for disease as certified by the attending physician, treatment of obesity or condition arising therefrom (including morbid obesity) and any other weight control programme, services or supplies etc.

**14.14. Convenience items:** All non-medical expenses including personal comfort and convenience items or services such as telephone, television, Ayah, Private Nursing / Barber or beauty services, diet charges, baby food, cosmetics, tissue paper, napkins, diapers, sanitary pads, toiletry items, etc., guest services and similar incidental expenses or services etc.

**14.15.** Expenses incurred at Hospital or Nursing Home primarily for evaluation/diagnostic purposes which is not followed by active treatment for the ailment during the hospitalised period.

**14.16.** Convalescence/ General debility, except “run down” condition of elderly or rest cure, sterility, any fertility, sub-fertility or assisted conception procedure, venereal diseases, intentional self-injury/suicide, and diseases/accident due to and or use, misuse or abuse of drugs/alcohol or use of intoxicating substances or such abuse or addiction etc. Any treatment received in convalescent home, convalescent hospital, health hydro, nature care or similar establishments.

**14.17.** Naturopathy treatment, unproven procedure or treatment, experimental or alternative medicine and related treatment including acupressure, acupuncture, magnetic and such other therapies etc.

**14.18.** Expenses incurred for investigation or treatment irrelevant to the diseases diagnosed during hospitalization or primary reasons for admission should be allowed since treating doctor admitted the patient. Private nursing charges, Referral fee to family doctors, out station consultants/surgeons fees etc.

**14.19.** External and or durable Medical / Non-medical equipment of any kind used for diagnosis and or treatment. Ambulatory devices i.e. walker, Crutches, Belts, Collars, Caps, splints, slings, braces, Stockings etc. of any kind, Diabetic foot wear, Glucometer / Thermometer and similar related items etc. and also any medical equipment which is subsequently used at home etc.

**14.20.** Change of treatment from one type of system to another type of system unless being agreed / allowed and recommended by the consultant under whom the treatment is taken. For example change of treatment from homoeopathy to Allopathic.

**14.21.** Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.

**14.22.** Out patient Diagnostic, Medical and Surgical procedures or treatments are not covered unless it leads to a hospitalization or day care procedure.

**14.23.** Non-prescribed drugs and medical supplies, Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.

**14.24.** Massages, Steam bathing, Shirodhara and alike treatment under Ayurvedic treatment.

**14.25.** Treatment which is continued before hospitalization and continued during and after discharge for an ailment / disease / injury different from the one for which hospitalization was necessary.

**14.26** Admission fee/Registration fee. Doctor’s home visit charges, Attendant / Nursing charges during pre and post hospitalization period.

## **15. Definitions**

**15.1. Pre-existing Disease/Condition:** It means any sickness/illness, which existed prior to the effective date of this insurance, whether or not the insured person had any knowledge of symptoms related to the sickness/illness. Complications arising from a pre-existing condition will also be considered as a part of that pre-existing condition.



**15.2. Hospital/Nursing Home** means any institution in India established for indoor care and treatment of sickness and injuries and which has been registered either as a hospital or nursing home with the local authorities and is under the supervision of a registered and qualified medical practitioner. For the purpose of this definition the term Hospital/Nursing Home/Day Care Centre shall not include an establishment, which is a place of rest, a place for the aged, a place for drug addicts or place for alcoholics, a hotel or any other like place.

**15.3. Domiciliary hospitalization** means Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at a hospital / nursing home as in-patient but actually taken whilst confined at home in India under any of the following circumstances namely:

- i. The condition of the patient is such that he/she cannot be moved to the Hospital/Nursing Home OR
- ii. The patient cannot be moved to Hospital/Nursing home due to lack of accommodation in any hospital in that city / town / village.

**15.4. Network Hospital and Non Network Hospital:** Network Hospital shall mean the hospital, day care centre, nursing home or such other medical aid provider that has agreed with the TPA to provide cashless access services to policyholders. Non-network Hospital, on the other hand, means any other hospital/nursing home/day care centre, or such other medical aid provider, who has not agreed to provide cashless access services but gives treatment.

**15.5. Doctor/Medical Practitioner** means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India.

**15.6. Surgical Operation** means manual and/or operative procedures for correction of deformities / defects, repair of injuries, cure of diseases, relief of suffering and prolongation of life.

**15.7. Hospitalization** shall mean admission in any Hospital/Nursing Home in India upon the written advice of a Medical Practitioner for a minimum period of **24 consecutive hours**. (The time limit of 24 hours will not be applicable for surgeries which require less than 24 hours hospitalization due to advancement in Medical Technology- minor surgery & Day care surgery)

*The documents and bills related to the rejected claims should be returned in original to the concern person within 15 (fifteen) days directly by TPA.*

**16. Premium**

**Payment terms:** The Insured has paid the premium in advance, as indicated against basic premium chart **Annexure IV**.

**17. Performance Monitoring:**

The Insurer shall submit the monthly statement to the Insured with the following details: (i) the claims made by the individuals of the group (ii) the date-wise settlements (iii) the respective amounts, and (iv) details of grievances received, disposed and pending under the policy.

**18. Grievance redresser and termination:**

In case of grievances due to noncompliance with any of the provisions contained in this policy by the Insurer, The Insured may adopt one of the options given below.

(a) Grievance Machinery: Submit the matter to the Grievance Machinery of the Insurer by lodging the grievance on the portal of IRDA.

(b) Ombudsman: The Insured may approach the Insurance Ombudsman and get the grievance redressed.

(c) Consumer forum: The Insured may approach the Consumers' Forum.

(d) Premium refund: The Insurer shall return a proportion of premiums (corresponding to the unexpired period of insurance) of individuals in the group against whom no claims are made.

(e) Any other action as deemed fit by the competent authority of the Insured.

**19. Termination & Extension of the Contract:**

(i) The competent authority of the Insured, in the interest of the Institute, reserves the right to terminate contract with three months advance notice without assigning any reason. In case of termination, the balance amount of premium on the date of termination must be refunded to the Insured by the Insurer within 30 days of issue of termination letter. The competent authority of the Insured also reserves the right to extend the contract.

(ii) Upon satisfactory performance of the Insurer, the policy may be extended for further period of 1 year at a time up to a maximum period of 5 years on mutually acceptable terms and premium rates.

**20. Applicable Law & Arbitration:**

(i) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati, India only.

(ii) Any dispute arising out of this Contract shall be referred to the competent authority of the Insured, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the competent authority of the Insured. The decision of such Arbitrator shall be final and binding on both the parties.

**21. Copies of Contract:**

Two copies of this contract are signed by the representatives of the parties and both copies are authentic. One copy is held by the Insured and the other by the Insurer. In witness thereof, the parties hereto have set their respective hands on the 1<sup>st</sup> day of August, Two Thousand Nineteen.

For and on behalf of the *'the Insured'*

For and on behalf of *'the Insurer'*

Indian Institute of Technology Guwahati,  
Guwahati-781039

M/s Iffo-Tokio General Insurance  
Company Limited, Guwahati SBU:  
Housefed Complex, 3<sup>rd</sup> Floor,  
Rukminigaon, Near HDFC Bank, GS  
Road Guwahati-781022(Assam)

In presence of:

In presence of: