

## Policy Wordings

### Group Multiguard Policy

Tata AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

This Policy will only be valid and in force if the Policy Schedule is signed by a person We have authorized.

Authorised Signatory

For **Tata AIG General Insurance Company Ltd.**



**Atri Chakroborty**

National Head – Operations & Systems

**Tata AIG General Insurance Company Ltd.**

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WITH YOU ALWAYS

## Part A: General Definitions

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

**Accident** - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

**Acquired Immune Deficiency Syndrome** - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

**Age** - means completed years as at the Effective Date.

**Cancellation (of Policy)** - means the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.

**Congenital Anomaly** - means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- **Internal Congenital Anomaly** - which is not in the visible and accessible parts of the body.
- **External Congenital Anomaly** - which is in the visible and accessible parts of the body.

**Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.

**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 Sum Insured.

This clause shall not apply to any benefit offered on fixed benefit basis.

**Day** - means a period of 24 consecutive hours.

**Disease** - means an illness or affliction of the body having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted under the circumstances described in a Hazard.

**Deductible** - means a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

The deductible is applicable per event.

**Franchise** - means the amount of expenses or the number of Days to be paid or supported by the Insured Person beyond which the Policy benefits become payable retroactively.

**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.

**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 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient 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 will make these accessible to the Insurance Company's authorized personnel.

**IRDA** - means Insurance Regulatory and Development Authority.

**Injury** - 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 / Physician.

**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** - 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.
- (b) **Chronic Condition** - is defined as a disease, illness, or injury that has one or more of the following 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 of 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

**Inpatient/Inpatient care** - means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

**Insured Person** - means the Insured Person between the age of 18 to 65 years, detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal Form for insurance has been received from the Policyholder and approved by Us.

**Medical Practitioner/Physician** - means a person who holds a valid registration from the medical council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

**Medical Advice** - means any consultation or advice from a medical Practitioner including the issue of any prescription or repeat prescription.

**Medical Expenses** - means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**Medically Necessary** - means any treatment , test , medication ,or stay in Hospital or part of stay in Hospital which

- Is required for the medical management of the Illness or injury suffered by the Insured
- Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
- Must have been prescribed by a Medical Practitioner.
- Must conform to the professional standards widely accepted in international medical practice or by the medical community in India

**Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.

**Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy.

**Policyholder** - means the physical person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premiums.

**Pre-existing Condition** - means any condition, ailment or injury or related condition(s) for which Insured Person had signs or symptoms, and/or were diagnosed, and/or received medical advice/ treatment, within 48 months prior to the commencement of the first Policy issued by the insurer.

**Professional Sports** - means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.

**Proposal Form** - means any initial or subsequent declaration made by the Policyholder and is deemed to be attached and which forms a part of this Policy.

**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 .

**Renewal** - means 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.

**Scheduled Airline** - means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**Sickness** - means illness first manifested and contracted, and commencing under the circumstances described in a Hazard.

**Subrogation** - means the 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.

**Act of Terrorism** - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or 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 Acts. Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism.

**War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We, Us, Our** - means Tata AIG General Insurance Company Limited.

**You/Your/Yourself** - means the Insured Person(s) who is detailed in the Policy Schedule.

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## Part B: General Exclusions

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This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or

2. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the circumstances described in a Hazard; or
3. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
4. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
5. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or schedules Airlines; or
6. War, civil War, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
7. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

8. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorist, or
9. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. congenital anomalies or any complications or conditions arising therefrom; or
12. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained; or
13. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or

14. for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest; or
15. any Pre-existing condition
16. any non medical expenses (list enclosed – Annexure I).

## — Part C. Postponement of Effective Date —

No insurance provided by this Policy shall become effective if You are hospital confined or disabled, meaning unable to perform the usual and customary daily duties or activities of a person of like age and sex on the effective date of the policy. The coverage will take effect thirty one (31) Days after such hospital confinement or disability terminates.

## ———— Part D: Uniform Provisions —————

1. **Entire Contract - Changes:** This Policy, together with the Proposal Form, as well as any forms, riders and endorsements and hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorised officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

2. **Effective Date:** The Policy will start on the date specified on the Policy Schedule provided it is countersigned by Us and the total premium has been paid by the Policyholder and realized by Us.

However the Insured Person's coverage under this Policy begins on the latest of :

- 1) the Policy Effective date & hour as stated above; or
  - 2) if individual enrollment is required, the first day of the calendar month next following the date written enrollment is received and accepted by Us; or
  - 3) the date on which the premium is paid when due.
3. **Renewal Conditions:** This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Policy Schedule, whichever is earlier.

The Policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

The policy and the Certificate of Insurance shall be ordinarily renewable for life except on grounds such as mis-representation, fraud, moral hazard or non co-operation by the Insured.

We may extend the renewal automatically if opted for by You in the Proposal Form and provided You are eligible for renewal as per age criteria as per Policy terms.

The policy will be renewable provided premium has been paid on the renewal due date. However a grace period in payment up to 30 days from the premium due date is allowed where you can still pay your premium and continue your policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. be terminated.

Any revision / modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance,

4. **Expiration Date:** The Policy will terminate at the Expiration Date specified in the Policy Schedule.

However the Insured Person's coverage under this Policy ends on the earliest of :

- 1) the Policy Expiration date as stated above; or
- 2) the Policy is terminated; or
- 3) the premium due date if premiums are not paid when due; or
- 4) the date the Insured Person request, in writing, that his or her coverage be terminated; or

Further However We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you a 15 Days notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective in the event of your non-cooperation. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or If you cancel the Policy, the premium shall be computed in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

**Short rate table:**

Cancellation	ANNUALLY
Up to 1 month	25 % OF annual Premium
Up to 3 months	37.5 % OF annual Premium
Up to 4 months	50 % OF annual Premium
Up to 6 months	62.5 % OF annual Premium
Up to 8 months	87.5 % OF annual Premium
Above 8 months	100 % OF annual Premium

These are retention scale.

5. **Territory:** This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the Policy.



6. **Concealment or Fraud:** The entire Policy will be void if, whether before or after a loss, You or the Policyholder have, related to this insurance,
- (a) intentionally or recklessly or otherwise concealed or misrepresented what we consider to be any material fact or circumstance;
  - (b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
  - (c) made false statements.
7. **Claim Procedure:**
- a. **Notice of Claim/loss:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within seven (7) days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If You or the Policyholder's property covered under this Policy is lost or damaged, You or the Policyholder must:
    - A. notify us as soon as possible;
    - B. take immediate steps to protect, save and/or recover the covered property;
    - C. give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
    - D. notify the police or other appropriate authority in the case of robbery or theft within 24 hours.
  - b. **Claim Forms:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.
  - c. **Time For Filing Claim Forms And Evidence:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
  - d. **Supporting Documentation & Examination:** You or Policyholder or someone claiming on behalf of Policyholder shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 15 days of the Your discharge from Hospitalisation or completion of treatment. Such documentation will include but is not limited to the following:
    - i. Our claim form, duly completed and signed for on behalf of the Insured Person.
    - ii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.

- iii. A precise diagnosis of the treatment for which a claim is made.
  - iv. A detailed list of the individual medical services and treatments provided and a unit price for each.
  - v. Prescriptions that name the Insured Person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Doctor's invoice.
  - vi. Original Death Certificate
  - vii. Original Disability Certificate
  - viii. Original/ Attested Post Mortem Report, if conducted
  - ix. Attested copy of FIR, Spot Panchanama & Police Inquest report, where applicable.
- e. **Time Of Payment Of Claim:** We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents/information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Interests Regulation), 2002. In case of any delay in payment as stated herein, We will pay you interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.
- f. **Payment Of Claim:** All claims under this Policy that are payable to You or the Policyholder shall be paid in Indian currency.
8. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a 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 three Arbitrators, comprising two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian 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 the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

9. **Assignment Of Indemnities:** Indemnity, if any, in case of Your loss of life is payable as defined in the Policy Schedule to : (a) by default to the nominee declared by You provided such nominee survives you; otherwise, indemnity is payable to Your estate, or (b) to the Policyholder. All other indemnities of this Policy are payable to You. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.
10. **Consent Of Nominee:** Consent of the nominee, if any, shall not be a pre-requisite for any change of nominee or to any other changes in this Policy.
11. **Change Of Nominee:** No change of nominee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.
12. **Medical Examination:** We, at Our own expense, shall have the right and opportunity to examine You through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.
13. **Legal Actions:** Without prejudice to Uniform Provision 8 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy.  
  
If We disclaim liability to You for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy
14. **Misstatement Of Age:** If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.
15. **Compliance With Policy Provisions:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
16. **Limitations:** If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, then the Insured Person shall have the right to require a settlement of his claim in terms of any of his policies and contribution as defined in the policy will not apply.

Provided further that, If the amount to be claimed under the Policy chosen by the Insured Person, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Insured Person shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the principle of Contribution defined in Part A – General Definitions.

**Note** – This clause is not applicable to Benefit sections of Part E Coverage.

17. **Other Interest:** Your personal representatives cannot claim from or sue Us. If more than one person or company has an interest in You, We will pay a benefit only once.
18. **Subrogation:** In the event of any payment under this Policy, We shall be subrogated to all the Policyholder or Your rights of recovery thereof against any person or organization and the Policyholder or You shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of the Policyholder or You in the pursuance of Our subrogation rights. You or the Policyholder shall take no action after the loss to prejudice such rights.
19. **Dispute Resolution Clause And Procedure:** This contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Policy. This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 13, above and otherwise by the Indian courts.
20. **Reasonable Care And Assistance:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.  
  
In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.
21. **Free Look Period:** You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation and You will be refunded the premium paid by You after adjusting the amounts spent on stamp duty charges and proportionate risk premium. You can cancel Your Policy only if You have not made any claims under the Policy. All Your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.
22. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to similar Personal Accident product available with us at the time of renewal.

## Part E: Coverage

### Coverage C-1

#### Section : A Section : Accidental Death And Dismemberment

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur during the circumstances described in a Hazard within 365 Days from the date of the Accident which caused Injury. If the loss occurs under more than one hazard (24 hours, common carrier and Natural Disaster), our maximum liability is restricted to the largest benefit payable under the applicable hazard.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the Principal Sum less any other amount paid or payable under Permanent Total Loss of use, sections of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

If more than one loss results from any one Accident, only one amount, the largest, will be paid.

#### Table of Losses

Loss of:	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears..	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

"Loss" with regard to:

- hand or foot means actual severance through or above the wrist or ankle joints respectively;
- eye means entire and irrecoverable loss of sight;
- thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
- speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

#### Exposure

For the purposes of the Accidental Death and/or Dismemberment benefit above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring during the circumstances described in a Hazard will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

## Disappearance

We will pay the benefit for Loss of Life if Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy

### Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
  - a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
  - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
2. any Injury which shall result in hernia.

## Coverage C-2

### Section: Permanent Total Loss Of Use

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to an Insured Person results in any one of the losses shown in the Table of Losses below and if that loss has continued for 12 consecutive months.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the Principal Sum less any other amount paid or payable under: Accidental Death & Dismemberment section of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

The loss must occur within 365 Days of the date of the Accident which caused Injury during the circumstances described in a Hazard and subject to the terms contained herein;

1. if the Insured Person suffers more than one of the losses below as a result of the same Accident only one amount, the largest, will be paid.
2. after the occurrence of any one of losses 1 to 5 there shall be no further liability under the Policy in respect of the Insured Person for Injury sustained thereafter.

### Table of Losses

	Loss:	% of Principal Sum
1.	Permanent Total Disability	100%
2.	Permanent and Incurable Paralysis of All Limbs	100%
3.	Permanent Total Loss of Sight of Both Eyes	100%
4.	Permanent Total Loss of Use of Two Limbs	100%
5.	Permanent Total Loss of Use of One Limb	50%
6.	Permanent Total Loss of Hearing in	
	(a) Both Ears	75%
	(b) One Ear	30%
7.	Permanent Total Loss of Sight of One Eye	50%
8.	Permanent Total Loss of the Lens of One Eye	40%

9.	Permanent Total Loss of Use of Four Fingers and Thumb of Either Hand	40%
10.	Permanent Total Loss of Use of Four Fingers of Either Hand	35%
11.	Permanent Total Loss of Use of One Thumb of Either Hand	
	(a) Both Joints	25%
	(b) One Joint	10%
12.	Permanent Total Loss of Use of Fingers of Either Hand	
	(a) Three Joints	10%
	(b) Two Joints	7.5%
	(c) One Joint	5%
13.	Permanent Total Loss of Use of Toes of Either Foot	
	(a) All - One Foot	20%
	(b) Great - Both Joints	5%
	(c) Great - One Joint	2%
	(d) other than Great, One Toe	1%

**Exposure:**

For the purposes of the Permanent Total Loss of Use benefit above, a loss resulting from such Insured Person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

**Definitions:**

**Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by Us.

**Permanent Total Disability** - means You are unable to engage in each and every occupation or employment for compensation or profit for which You are reasonably qualified by education, training or experience for the rest of your life. If at the time of loss You are unemployed, Permanent Total Disability shall mean the total and Permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

**Limb** - means a arm at or above the wrist or a leg at or above the ankle.

**Permanent Total Loss of Use** - means complete and irreversible loss of functional, normal or characteristic use of the entire arm or leg. "Arm" means the entire arm from the shoulder joint including the attached hand. "Leg" means the entire leg from the hip joint including the attached foot.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
  - a. infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of Disease;
  - b. medical or surgical treatment except as may be necessary solely as a result of injury;
2. any bodily injury which shall result in hernia.

## Coverage C-3

### Section: Emergency Accident Medical Expense

We will pay the Reasonable and Customary Charges, subject to the Deductible shown in the Policy Schedule, for Covered Medical Expenses which are not due to a Pre-existing Condition up to the maximum amount and benefit period stated in the Policy Schedule for Immediate Medical Treatment of an Injury sustained by You, under the circumstances described in a Hazard, while this Policy is in effect.

#### Definitions:

**Covered Medical Expenses** - means expenses incurred by You for medical services and supplies which are recommended by the attending Physician. They include:

- (a) the services of a Physician;
- (b) Hospital confinement and use of operating room;
- (c) anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, and therapeutic services and supplies.

**Immediate Medical Treatment** - means treatment commencing within 24 hours of the time and date of the Accidental bodily Injury. Only Covered Medical Expenses are covered.

#### Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. Any treatment of any disease or Sickness: or
2. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
3. routine physicals or other examinations where there are no objective indications of impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
4. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
5. dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
6. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
7. the diagnosis and treatment of acne; or
8. deviated septum, including sub mucous resection and/or other surgical correction thereof; or
9. organ transplants that are considered experimental in nature; or
10. well child care including exams and immunizations; or
11. expenses which are not exclusively medical in nature; or
12. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or no Sickness cover has caused impairment of vision or hearing; or
13. treatment provided in a government Hospital or services for which no charge is normally made; or



14. mental, nervous, or emotional disorders or rest cures; or
15. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
16. medical expenses covered under any workers' compensation or similar policy; or
17. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose; or
18. Therapeutic services unless conclusive scientific evidence proves, that it improves health outcome.

## **Coverage C-4**

### **Section: In-hospital Indemnity Accident Only**

We will pay a Daily Benefit for each Day You are an Inpatient in a Hospital due to Injury subject to any applicable Deductible or Franchise shown in the Policy Schedule, and commences under the circumstances described in a Hazard and while this Policy is in effect. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule.

#### **Definitions:**

**Daily Benefit** - means the amount payable for each Day spent in the Hospital.

**One Period of Confinement** - means a Hospital confinement due to the same Injury unless separated by at least 90 Days.

**Period of Confinement** - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, or Injury. However, successive confinements as an Inpatient caused by or attributable to the same Accident or Injury are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 30 Days.

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accident, or Injuries for which the confinement is required.

#### **Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover hospitalization due to -

1. any Disease or Sickness; or
2. pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction; or
3. routine physical exams; or
4. elective, cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while the policy is in force; or
5. any mental, nervous or emotional disorders or rest cures.

## **Coverage Extension CE-1**

### **Repatriation Benefit**

In the event accidental Loss of Life is sustained by an Insured Person, within three hundred and sixty-five (365) days of the date of the Accident,

not less than 150 kilometers from the Insured Person's normal place of residence and indemnity for such Loss becomes payable in accordance with the terms of this Policy, We will pay the actual expenses incurred for preparing the deceased for burial or cremation and shipment of the body to the city of residence of the deceased but not to exceed the amount Mentioned in the policy schedule.

## Part F. Scope Of Coverage

### Hazard H-1 : 24-Hour Protection

(Business and Pleasure)

Such insurance as is afforded to an Insured Person to which this Hazard H-1 applies, shall apply only to Injury sustained by such Insured Person 24 Hours a Day, 7 Days a week anywhere in the world.

Such insurance includes such Injury sustained while the Insured Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any civilian aircraft having a current and valid Airworthiness Certificate, and piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft. This Hazard H-1 shall not apply while such Insured Person is riding in any civilian aircraft other than as expressly described herein, unless previously consented to in writing by Us.

### Hazard H-6 : Common Carrier

We will pay the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard shall not apply while You are riding in or on, or boarding or alighting from, any civilian aircraft that does not hold current a valid Airworthiness Certificate and is piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

The term "Airworthiness" certificate used in this Hazard shall mean the standard Airworthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.

### Hazard H-19 : Natural Disaster

We will pay the Principal Sum shown in the Policy Schedule if loss of life sustained to You as a result of a Natural Disaster.

**Natural Disaster** – means, with respect to the Policy, a flood, volcanic eruption, landslide.

## Part G - Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1-800-119966 or 022-66939500 (toll) or 1800 22 9966 (only for senior citizen policy holders) or you may email to the customer service desk at [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com).

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of

the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tata-aig.com](mailto:manager.customersupport@tata-aig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

### Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at [head.customerservices@tata-aig.com](mailto:head.customerservices@tata-aig.com). After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. it should be paid.

### Ombudsman Offices

Areas of Jurisdiction	Name of the Ombudsman	Contact Details
Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>
Madhya Pradesh & Chhattisgarh		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>
Orissa	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>
Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir UT of Chandigarh	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>
Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)		Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,

Areas of Jurisdiction	Name of the Ombudsman	Contact Details
		CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>
Delhi & Rajasthan	Shri Surendra Pal Singh	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri D.C. Choudhury,	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>
Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry HYDERABAD -500 004.		Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Tel : 040-65504123 Fax: 040-23376599 Email: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>
Kerala , UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry	Shri R. Jyothindra-nathan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email: <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>
West Bengal , Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	Ms. Manika Datta	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email: <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a>
Uttar Pradesh and Uttaranchal	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>
Maharashtra, Goa		Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>

**IRDA Regulation No 5:** This Policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.