

## Preamble

TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance cover, described in this Policy and any endorsements there to, for the Insured Period as defined in the Policy schedule. The statements contained in the Proposal form signed by the Policyholder shall be the basis of this Policy. The Policy is only valid on payment of the requisite premium when due.

Commencement of risk cover under the policy is subject to receipt of premium by TATA AIG General Insurance Company Limited. The insurance provided under this Policy is only with respect to such and so many of the benefits upto the Sum Insured as mentioned in the Policy Schedule. The insurance cover is governed by and subject to, the terms, conditions and exclusions of this Policy.

While this policy is in force we will pay the insured person the benefits as detailed below, for events described, if it occurs during the Policy Period. Each Benefit is subject to its Sum Insured, as per limits mentioned in the policy schedule.

Upon payment of 100% of the Accidental Death Sum insured including escalation benefit, if any, the coverage shall cease to exist for that particular insured member. However, all the coverage shall continue for other members till the expiry of the said policy.

## Definitions

### i. Standard Definitions

1. **Accident:** An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Condition Precedent:** Condition Precedent means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

3. **Emergency Care:** Emergency care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
4. **Grace Period:** 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.
5. **Hospital:** A 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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
  - a. has qualified nursing staff under its employment round the clock;
  - b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
  - c. has qualified medical practitioner(s) in charge round the clock;
  - d. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. maintains daily records of patients and makes these accessible to the insurance company's authorized

personnel;

**6. Hospitalization:** Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**7. Illness:** Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

a. Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/ injury which leads to full recovery

b. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

- i. it needs ongoing or longterm monitoring through consultations, examinations, check-ups, and /or tests
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- iv. it continues indefinitely
- v. it recurs or is likely to recur

**8. Injury:** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

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

**10. Medical Advice:** Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

**11. Medical Expenses:** 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.

**12. Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

- i. is required for the medical management of the illness or injury suffered by the insured;
- ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. must have been prescribed by a medical practitioner;
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India

**13. Medical Practitioner:** Medical Practitioner 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 a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The registered practitioner should not be the insured or an immediate family member.

**14. Notification of Claim:** Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

**15. Renewal** - 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

**16. Subrogation-** Subrogation means 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.

## ii. Specific Definitions

**17. Acts of God-** Tornadoes, earthquakes, extraordinarily high tides, violent winds and floods.

## **18. Blindness:**

- a. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- b. The blindness is evidenced by :
  - i. Corrected visual acuity being 3/60 or less in both eyes or:
  - ii. The field of vision being less than 10 degrees in both eyes
- c. The diagnosis of blindness must be confirmed and must not be

correctable by aids or surgical procedure.

**19. Classification of Insured:** The insured persons will be classified under 3 categories viz:- Self, Spouse and Children. Self will be any individual who is the primary insured within the age group of 18-70 years. Spouse will be the legal spouse of self between the age group of 18-70 years. Children will be covered upto the age of 23 years.

**20. Deafness** - Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means the "loss of hearing to the extent that the loss is greater than 90 Decibels across all frequencies of hearing" in both ears.

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

- a. 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 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.

- 22. Limb** - means an arm at or above the wrist or a leg at or above the ankle.
- 23. Loss of Limbs:** The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.
- 24. Loss of Speech:**
- Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal chords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
  - All psychiatric related causes are excluded.
- 25. 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.
- 26. Policy Period:** 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 extended.
- 27. Pre Existing Disease:** means any condition, ailment or injury or disease
- That is/are diagnosed by a Physician within 48 months prior to the effective date of the Policy issued by the Insurer or its reinstatement; or
  - For which medical advice or treatment was recommended by, or received from, a Physician within 48 months prior to the effective date of the Policy issued by the Insurer; or its reinstatement.
- 28. Professional Sportsman** - means a sports person whose annual income from sports or its allied services is in excess of 50%.
- 29. Policy Schedule** - means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
- 30. Proposal and Declaration Form** - means any initial or subsequent Proposal / Declaration made by the Policyholder/ Insured Person and is deemed to be attached and which forms a part of this Policy.
- 31. Sum Insured** - means the sum shown in the Schedule which represents Our maximum liability for any and all benefits claimed for during each Policy Year.
- 32. Temporary Total Disability** - means disability which wholly and continuously prevents such Insured Person from performing each and every duty pertaining to his occupation which the Insured Person was capable of performing at the time of the Accident.
- 33. Tuition Expenses** - Actual Expenses related to Tuition fees of (exclusive of room and board) charged by the institution for enrollment during that year.
- 34. Third Degree Burns** - There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the

total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

- 35. 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.
- 36. We/Us/Our** - means TATA AIG General Insurance Company Limited.
- 37. You/ Your/ Yourself** - means the Policy Holder and/or Insured Person(s) who is named in the Policy Schedule.

## **Benefits Covered Under the Policy**

### **B1. Accidental Death**

If during the period of insurance an insured person sustains bodily injury which directly and independently of all other causes results in death within twelve (12) months of the date of loss, then the company agrees to pay to the Insured person's beneficiary or legal representative the compensation stated in the schedule, including escalation benefits if any.

#### **a. Disappearance**

We will pay the benefit for Loss of Life occurring within policy period if Insured person's body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which the insured person is 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 the insured person shall have suffered loss of life within the meaning of the Policy.

### **B2. Permanent Total Disability (PTD)**

We will pay the sum insured including escalation benefit as shown in the policy schedule if injury to you results in you suffering Permanent Total Disability. The injury must occur within the policy period as mentioned in the policy schedule and the functional loss should be within 365 days from the date of accident which caused the injury. This clause is however not applicable for immediate severance cases.

We will pay provided such disability has continued for a period of 365 days and is total, continuous and permanent at the end of this period, the sum less any other amount paid or payable under Permanent Partial Disability sections of this policy, if the said coverage is offered under this policy as the result of the same accident. If the Insured Person suffers more than one below mentioned loss as a result of the same accident, our liability shall be restricted to the sum insured mentioned on the policy schedule.

For the purpose of this cover, Permanent Total Disability shall mean either of the following:

- Loss of sight of both eyes
- Physical Separation of or the loss of ability to use both hands or both feet
- Physical Separation of or the loss of ability to use one hand and one foot
- Loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot.

### **B3. Permanent Partial Disability**

When as the result of Injury occurring during the policy period and commencing within 365 Days from the date of the

Accident, You suffer a Permanent Partial Disability, We will pay, provided such disability has continued for a period of 12 consecutive months and is continuous and Permanent, at the end of this period, a percentage of the Sum Insured shown in the Policy

Schedule if Injury to You results in one of the losses shown in the Scale below less any other amount paid or payable under the Permanent Total Disability section of this Policy as the result of the same Accident.

- i. When more than one form of disability results from one Accident, We add the percentages from each together. However, We will not pay more than 100% of the Sum Insured shown in the Policy Schedule. If claim is payable for loss or loss of use of a whole member of the body, a claim for parts of that member cannot also be made.

Nature of loss	% of Accidental Death Sum Insured
1. Loss of an arm above elbow joint	75%
2. Loss of an arm beneath the elbow joint	65%
3. Loss of a hand at the wrist	40%
4. Loss of four fingers and thumb of one hand	30%
5. Loss of four fingers	20%
6. Loss of Thumb	10%
7. Loss of Index Finger only	10%

Nature of loss	% of Accidental Death Sum Insured
8. Loss of middle finger only	5%
9. Loss of ring finger only	5%
10. Loss of little finger only	4%
11. Loss of leg above mid-thigh	50%
12. Loss of leg upto mid thigh	50%
13. Loss of a leg above mid calf	40%
14. Loss of a foot at the ankle	30%
15. Loss of all Toes	25%
16. Loss of Great Toe only	5%
17. Other than great Toe, if more than one toe lost, each	1%
18. Loss of an eye	50%
19. Loss of hearing of one ear	25%
20. Loss of hearing of both ears	50%
21. Loss of sense of smell	5%
22. Loss of sense of Taste	5%

Upon payment of sum insured under the benefits 1-3 in the table below, the cover for that insured member would terminate and there shall be no further liability under the policy.

#### **B4. Accidental Dismemberment**

If an Insured Person suffers an accident during the policy period and this results

in dismemberment within 365 days from the date of accident, then we will pay an additional 25% of the amount payable under Permanent Partial Disability (B3). The total benefit amount combined together will be restricted to the sum insured as mentioned under the benefit of accidental death.

Dismemberment means actual severance of the body part.

#### **B5. Temporary Total Disability**

This benefit is an optional cover for Protect plan which can be opted by the insured member by paying an additional premium and the same shall be explicitly mentioned on the policy schedule.

We shall pay a weekly benefit amount as mentioned in the policy schedule during a period of continuous Temporary Total

Disability of an Insured Person resulting from Injury during the circumstances described in a Hazard provided that:

- i. such period of disability commences within the policy period mentioned in the Policy Schedule after the date of the Accident causing such Injury; and
- ii. the maximum period for which such amount shall be payable for any one such period of disability shall not exceed the maximum of 104 weeks
- iii. Consequent to payment of any such benefit, the sum insured shall reduce accordingly by this amount for the insured member for any other claims arising out of same accident.

The limit for Temporary Total Disability is capped at 1% of the Sum Insured or Rs 50,000/- , per week

whichever is lesser for a maximum of 104 weeks.

#### **B6. Accidental Hospitalization Expenses (Medex)**

If any Insured Person suffers an Accident during the Policy Period that requires Insured Person's Hospitalization as an inpatient in a hospital as defined in the policy, then we will in addition reimburse the Medical Expenses incurred for the in-patient treatment upto the accidental hospitalization limit as specified in the policy schedule subject to the following conditions.

- i. The period of hospitalization shall exceed 24 consecutive hours
- ii. Any Hospitalization arising out of an existing disability prior to the first inception of this Policy is excluded
- iii. World wide coverage
- iv. Expenses incurred during the period of admission only are payable

The limits for accidental Hospitalization are capped at 10% of the Sum Insured or Rs 5 lacs or actuals whichever is lesser.

Non-payable items as mentioned in the Annexure (I) shall not be payable.

#### **B7. Hospital Daily Cash**

If any Insured Person suffers an Accident during the Policy Period that requires the Insured Person's Hospitalization as an inpatient, then we will in addition pay a per day benefit amount which is equivalent to 0.5% of the Sum Insured or Rs 5000 whichever is lower for the period of Hospitalization and subject to maximum of 60 days per Policy Period.

This benefit would trigger only when we have admitted the claim under benefit B6.

### **B8. Coma Benefit**

- person sustains bodily injury which directly and independently of all other causes results him being in a Comatose State causing permanent neurological deficit within 30 days from the date of injury, then we will pay 10% of the Accidental Death Sum Insured upto Rs 5 lacs whichever is lesser for the benefit subject to the following conditions:
- The state of unconsciousness should correspond to a Glasgow Coma Scale (GCS) score of 3 (No motor response, No verbal response, No eye opening)
- A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
  - a. no response to external stimuli continuously for at least 96 hours;
  - b. life support measures are necessary to sustain life; and
  - c. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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

### **B9. Funeral Benefits and Repatriation of Remains**

If we have accepted a claim under Accidental Death benefit (B1), then we will in addition pay fixed amount towards funeral expenses including transporting the mortal remains of the Insured Person from the place of the Accident or the Hospital to his residence. The amount payable will be lower of 1% of sum Insured, or Rs 25,000

### **B10. Child Tuition Benefit**

If we have accepted a claim under Accidental Death benefit (B1), then we will in addition pay a fixed sum towards child tuition expenses for four consecutive years. The benefit is payable for each child who has not reached the age of 23 years and is enrolled as a full time student in an educational institution recognized by the Government of India The amount payable per child per year for four consecutive years will be lower of

Actual tuition fees

- 10% of sum Insured
- Rs, 100,000

This benefit is an optional benefit for Elite and Premier plan only which can be opted by the insured member by paying an additional premium.

### **B11. Loan Shield**

If we have accepted a claim under Accidental Death benefit (B1), then we will in addition pay the amount of loan outstanding as on the date of accident subject to a maximum of 25% of Accidental Death sum insured subject to the following conditions.

- i. The outstanding loan amount would not include any arrears, penalties or penal interest.
- ii. The loan has to be in the name of the insured and from a bank or a housing finance company licensed by the appropriate authority.
- iii. Loans from Credit Societies, Money lenders or similar unorganized lending institutions are excluded
- iv. If the member has more than one loan outstanding, the cumulative



amount of all the loans together would be considered.

- v. Claim will be payable only to the nominee and not to any financial institute.

This benefit is an optional benefit for Elite and Premier plan only which can be opted by the insured member by paying an additional premium.

### **B12. Ambulance Cost**

If we have accepted any claim under this policy under sections (B1) to (B6) we will also reimburse for expenses incurred for transfer of the Insured Person by road from the site of accident to the nearest hospital or from one hospital to another hospital in a registered ambulance. The amount payable will be lower of Rs. 25,000 or actual expenses incurred. The limit of Rs 25,000 is an annual limit per insured member.

### **B13. Air Ambulance**

If we have accepted any claim under this policy under sections (B1) to (B6) we will also reimburse for expenses incurred for transfer of the Insured Person by an air ambulance from the site of accident to the nearest hospital or from one hospital to another hospital. The amount payable will be lower of Rs.500,000 or actual expenses incurred. The limit of Rs 500,000 is an annual limit per insured member.

### **B14. Cost of Crutches / Wheel chair**

If we have accepted a claim under Permanent Total Disability (B2) or Permanent Partial Disability (B3), then we will in addition pay the amount towards cost of crutches/wheel chair necessitated due to disability. The amount payable would lower of 10% of Sum Insured or Rs. 100,000 or actual expenses incurred.

### **B15. Cost of Artificial Limbs**

If we have accepted a claim under), Permanent Total Disability (B2) or Permanent Partial Disability (B3), then we will in addition reimburse the amount towards cost of artificial limbs necessitated due to disability. The amount payable would lower of 10% of Sum Insured or Rs. 100,000 or actual expenses incurred.

### **B16. Fractures / Burns**

If during the period of insurance an insured person sustains bodily injury which directly and independently of all other causes results in a fracture, dislocation or burns, then we will pay the Sum Insured subject to the following conditions.

- i. The Sum Insured applicable for this coverage is Rs. 10,00,000/-
- ii. Fractures of the specific bones mentioned in the below table are covered
- iii. Dislocation of specific joints mentioned in the below table are covered
- iv. Only thermal, electrical and chemical burns are covered
- v. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

**List of Fractures and Burns**
**A. Hip or Pelvis (excluding Thigh or coccyx)**

	Loss	% of Sum Insured for Fracture/ Burns
1.	Multiple Fractures atleast one Open compound and one complete involving 2 different bones	100%
2.	Multiple Fractures atleast one Open compound	50%
3.	Multiple fractures, atleast one closed Compound	30%
4.	Multiple Fractures atleast one Complete fracture	20%
5.	At least one Complete fracture	10%

**B. Thigh or Heel**

1.	Multiple Fractures atleast one Open compound and one complete involving 2 different bones	80%
2.	Multiple Fractures atleast one Open compound	40%
3.	Multiple fractures, atleast one closed Compound	25%
4.	Multiple Fractures atleast one Complete fracture	15%
5.	At least one Complete fracture	7%

**C. Lower leg, clavicle, Ankle, elbows, upper or lower arm (including wrist but excluding Colles- type fractures)**

1.	Multiple Fractures atleast one Open compound and one complete involving 2 different bones	60%
----	---	-----

2.	Multiple Fractures atleast one Open compound	35%
3.	Multiple fractures, atleast one closed Compound	20%
4.	Multiple Fractures atleast one Complete fracture	10%
5.	At least one Complete fracture	5%

**D. Skull**

1.	Multiple Fractures of the skull needing surgical Intervention	50%
2.	Multiple Fractures of the skull not needing surgical Intervention	25%

**E. Colles type fracture of the lower arm**

1.	Open Compound fracture	30%
2.	Closed Compound fracture	15%

**F. Shoulder blade, knee cap, sternum, hand (excluding fingers and wrist), foot (excluding toes or heel)**

1.	Open Compound fracture	30%
2.	Closed Compound fracture	15%

**G. Spinal Column (Vertebrae but excluding coccyx)**

1.	All compression fractures	45%
2.	All spinous, transverse process of pedicle fractures	40%
3.	Fracture leading to permanent neurological damage	35%
4.	All other vertebral fractures	15%

**H. Loss % of Sum Insured for Fracture/ Burns**

1.	Multiple Fractures atleast one Open compound and one complete involving 2 different bones	100%
----	---	------

2.	Multiple Fractures atleast one Open compound	50%
3.	Multiple fractures, atleast one closed Compound	30%
4.	Multiple Fractures atleast one Complete fracture	20%
5.	At least one Complete fracture	10%

**I. Rib or ribs, cheekbone, coccyx, upper jaw, nose, toe or toes, finger or fingers**

1.	Multiple fractures, at least one Open compound	15%
2.	Multiple fractures, at least one Closed compound	10%
3.	Multiple fractures, at least one complete	7%
4.	All other fractures	3%

**J. Burns- 2nd or 3rd degree burns on**

1.	at least 27% of body surface 100%	100%
2.	at least 18% of body surface 50%	50%
3.	at least 9% of body surface 25%	25%
4.	at least 4.5% of body surface 10%	10%

**K. Dislocations requiring surgery under anesthesia\***

1.	Spine or back, diagnosed by X-ray (excluding slipped disc)	25%
2.	Hip	25%
3.	Knee	20%
4.	Wrist or Elbow	15%
5.	Ankle, shoulder blade or collarbone	10%
6.	Fingers, toes or jaw	5%

\* limit of one payment for each of (1) to (6) in any twelve consecutive months.

**L. Internal Injuries**

1.	Internal injuries resulting in open abdominal or thoracic surgery excluding hernia	30%
----	--	-----

"Open Fracture" is a fracture where the broken bone(s) penetrate(s) & comes out of the skin. "Closed Fracture" is a fracture where the broken bone(s) do(es) not penetrate & comes out of the skin

**Exclusions**
**i. Specific Exclusions**

This 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. Losses that do not occur within the policy period
2. Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or The radioactive, toxic, explosive or other hazardous properties of any explosion nuclear assembly or nuclear component, thereof
3. Asbestosis or other related sickness or disease resulting from the existence, production, handling, processing, manufacture, sale, distribution of asbestos or other products thereof.
4. War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/ materials.
5. Any Insured Person's participation or involvement in naval, military or air

- force operation or professional or semi professional sporting, racing, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing, winter sports, bungee jumping, sky diving, 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 activity involving white water rapids, yachting or boating outside coastal waters (2 miles). Participation in any professional sports, any bodily contact sport or potentially dangerous sport for which you are untrained.
6. Participation in any professional sports, any bodily contact sport or potentially dangerous sport for which you are untrained.
  7. Any claim of Insured Person arising from:
    - a. suicide or attempted suicide
    - b. wilful self-inflicted illness or injury except injury in self-defence or to save life; or
  8. being under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication
  9. Whilst engaging in Adventure Sports
  10. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  11. Through deliberate or intentional, unlawful or criminal act, participation in an actual or attempted felony, riot, crime, misdemeanor, civil commotion
  12. Arising out of your participation in any police, naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic
  13. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
  14. medical or surgical treatment except as necessary solely and directly as a result of an Accident.
  15. Incase of any change in the occupation class from the date of proposal and policy issue date or during the policy period, and such change in occupation class falls under our declined
  16. class IV wherein you have not communicated this change to us in writing.

## **General Terms and Clauses**

### **i. Specific Terms and Conditions**

#### **1. Conditions Precedent to the contract**

- a. **ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

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

- b. **CONSIDERATION:** Upfront Premium payment is applicable at the beginning of the policy inception
- c. **EFFECTIVE DATE:** The policy takes effect on the Effective Date stated in

the policy schedule. All subsequent Insured Periods shall begin and end at midnight.

## **2. Geographical Jurisdiction- Worldwide**

### **3. Conditions for renewal of the contract:**

- a. The Policy is renewable unless the Insured Person or any one acting on behalf of an Insured Person has acted in a fraudulent manner or any misrepresentation, non co-operation under or in relation to this policy or renewal of the Policy poses a moral hazard.
- b. The Policy may be renewed by upfront payment of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. Renewal premium is subject to change with prior approval from the Regulator. Change of plans within same product are permissible only at the time of renewal.
- c. Grace Period of 30 days for renewing the Policy is provided under this Policy. However coverage would not be available for the period for which no premium has been received. In case any accidental injury or disability is contracted during the grace period, such injury or disability shall not be covered upon subsequent renewals.
- d. 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.
- e. Sum insured enhancement: Sum Insured can be enhanced at the time

of renewal basis Our underwriting guidelines. However the acceptance of request/quantum of increase shall be as per underwriting guidelines of the company.

- f. There will be no extra loadings based on your individual claim.
- g. Escalation Benefit- In addition to the sum insured an additional amount of 10% of the Sum Insured will be provided as escalation benefit for every continuous renewal incase no claim has been reported under Accidental Death, Permanent Total Disability or Permanent Partial Disability benefit. The maximum escalation benefit would be 50% of sum insured. This is an annual benefit applicable to each insured member and would be applicable annually in case of long term policies. This amount would be payable for claims under Accidental Death, Permanent Total Disability or Permanent Partial Disability benefits only.

## **4. Conditions applicable during the contract:**

### **a. EXPIRATION DATE:**

This Policy will terminate on the earliest of the following dates:

- i. at the expiration of the period for which premium has been paid
- ii. Expiration Date shown in the Proposal and Declaration Form and Policy Schedule
- iii. The date You or We cancel the policy
- iv. You opt to cancel the policy

**b. CANCELLATION CLAUSE**

i. The policy shall terminate on the earliest of the following dates:

A. The date the Insured Person is no longer eligible within the classification of Insured Person(s) described in the Policy wordings. However for a dependant child who has crossed 23 years of age during the policy period he will be eligible for insurance till the renewal date of the policy. For such cases, during the renewal of the policy, he will be eligible to be covered under an individual policy. The date you or we cancel the policy.

B. In case of change in occupation class to class 4 during the course of the policy we will cancel the policy and refund premium on a pro rata basis.

ii. 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 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 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.

iii. In the event the policy is cancelled for noncooperation of the insured or if you cancel the Policy, the premium shall be computed in accordance with Our short period 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.

iv. Notwithstanding anything contained

herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

v. In case the insured opts to cancel the policy the refund will be on short scale basis as below:

Length of time Policy in force	Year		
	1	2	3
Upto 1 Month	75.00%	87.50%	91.50%
>1 month & Upto 3 Months	50.00%	75.00%	88.50%
>3 months & Upto 6 Months	25.00%	62.50%	75.00%
>6 months & Upto 12 Months	NIL	50.00%	66.50%
>12 months & Upto 15 Months	NA	25.00%	50.00%
>15 months & Upto 18 Months	NA	12.50%	41.50%
>18 months & Upto 24 months	NA	NIL	33.00%
>24 months & Upto 30 months	NA	NA	8.00%
Exceeding 30 months	NA	NA	NIL

**c. 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 any medical check-up, 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.

- d. 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 insurance policy available with us at the time of renewal with all the accrued continuity benefits.
- e. **Dispute Resolution Clause** - Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

## Other Terms and Conditions

### Conditions when a claim arises Claim Procedure and Payment

- i. **Intimation & Assistance** You can notify a claim by sending an SMS **CLAIMS** to **5616181** or by calling our 24x7 toll free helpline 1800-266 7780 Or email us at [general.claims@tataaig.com](mailto:general.claims@tataaig.com)

- ii. **Claim Notification**

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. Failure to furnish such intimation 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 relax these timelines only in special circumstances and for the reasons beyond the control of the insured.

- iii. **Claim documentation**

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.

The insured person has to submit the following documents for making a claim with us.

### Accidental Death

Duly completed claim form

Nominee-attested copy of Death Certificate

Nominee-attested copy of Post Mortem Report, wherever applicable and conducted

Nominee-attested copy of FIR, if filed/ Police Panchanama, if conducted

Nominee-attested copy of Death Summary or all Medical records, if treated in hospital

Nominee-attested copy of news paper cutting, if any.

Nominee-attested copy of KYC documents with NEFT details of nominee and CKYC form (attached)

**Dismemberment/ Permanent Partial Disability/ Permanent Total Disability/ Temporary Total Disability** Duly completed claim form (Copy attached),

Competent medical authority / Doctor like Civil Surgeon, confirming the Disability percentage / period and prognosis for (Permanent Total Disability, Permanent Partial

Disability and Accidental Dismemberment)

Employer leave certificate confirming leave period for TTD only, if salaried

Self-attested copy of FIR, if filed / Police Panchnama, if conducted

Self-attested copy of Discharge Summary or all Medical records Self-attested copy of news paper cutting, if any.

Self-attested copy of KYC documents with NEFT details of nominee and KYC form

**Accidental Medical Expenses** Duly completed claim form Original Bills and Original Receipts

Self-attested copy of Medical records/ discharge card, if hospitalized.

Self-attested copy of FIR, if filed/ Panchnama, if conducted

Self-attested copy of KYC documents with NEFT details of nominee/insured

#### **Hospital Daily Cash-Accident**

Duly completed claim form

Self-attested copy of discharge card Self-attested copy of lab reports

Self-attested copy of KYC documents with NEFT details of nominee

#### **Fracture Benefit**

Duly completed claim form

Self-attested Copy of discharge card

Self-attested Copy or X ray/CT/MRI report showing the details of fracture

Self-attested copy of KYC documents with NEFT details of nominee/insured

#### **Child Tuition Benefit**

Self-attested copy of admission form with identity card for child/children at the time of date of loss & fees paid receipt.

Self-attested copy of Birth Certificate or any other valid document establishing age.

Self-attested copy of Family card or Ration card reflecting the name of child/children.

Self-attested copy of KYC documents with NEFT details of child with account no. (If child is minor, child should have a joint account along with the legal guardian / heir.)

This is a General Check-list of documents; please check for availability of coverage under the policy.

**Kindly submit all the requested documents at the address mentioned below:**

#### **A&H Claims Department**

TATA AIG General Insurance Co. Ltd.

7<sup>th</sup> and 8<sup>th</sup> Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063

#### **iv. Time of Payment of Claims:**

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such



investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document- In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

("Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

#### **v. Change of Occupation:**

You will give Us notice of any change in the business or occupation of any Insured Person within 30 days of such change and We will issue an endorsement to this effect.

If at the time a claim arises under this Policy the Insured Person has changed his occupation without Us being notified and the new occupation falls in higher risk class, then Our maximum liability will be limited to the amount that would have been payable for the premium paid and the new risk class (occupation). However, in cases where the new occupation falls in lower risk class, then we would refund the differential premium.

#### **vi. Multiple policies:**

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer

chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.

- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/she wants to claim the balance amount

Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy The clause is applicable for claims under Accidental Hospitalization Expenses (Medex).

#### **Redressal of Grievance**

In case of any grievance the Insured Person may contact through Website: [www.tataaig.com](http://www.tataaig.com)

Call us 24x7 toll free helpline 1800 266 7780 or 1800 22 9966 (Senior Citizen) Email us at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

Write to us at: Customer Support, TATA AIG General Insurance Company Limited

7<sup>th</sup> and 8<sup>th</sup> Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063

Visit the Servicing Branch mentioned in the policy document

The insured person may also approach the grievance cell at any of the Company's branches with details of grievance.

If Insured Person is not satisfied with the redressal of grievance through one of the above methods, Insured person may

contact the grievance officer at [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). For updated details of grievance officer, kindly refer the link IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

If 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

SN	Centre	Address & Contact
1	Ahemdabad	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
2	Bengaluru	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
3	Bhopal	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
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in
5	Chandigarh	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
6	Chennai	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

SN	Centre	Address & Contact
7	New Delhi	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
8	Guwahati	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
9	Hyderabad	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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
10	Jaipur	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
11	Ernakulam	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
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
13	Lucknow	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
14	Mumbai	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

SN	Centre	Address & Contact
15	Noida	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
16	Patna	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
17	Pune	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

List of excluded expenses (non-medical) under indemnity policy are uploaded on our website. Please login to [https://www.tataaig.com / downloads/Others/Annexure-I-List of Optional Items](https://www.tataaig.com/downloads/Others/Annexure-I-List of Optional Items)

### **Grievance Redressal Procedure:**

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation, 2017

### **Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015**

1. No person shall allow or offer to allow, either directly or indirectly, as an

inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.