

## Policy Wordings

### Maharaksha-Personal Injury 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 Chakraborty**

National Head – Operations & Systems

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

Registered Office:

Peninsula Business Park,  
Tower A, 15th Floor, G. K. Marg,  
Lower Parel, Mumbai- 400013.  
Toll Free Helpline No. 1800 266 7780

Visit us at [www.tataaiginsurance.in](http://www.tataaiginsurance.in)

IRDA Registration No.: 108, CIN: U85110MH2000PLC128425

Maha Raksha - Personal Injury Policy

UIN: IRDA/NL-HLT/TAGI/P-P/V.I/199/13-14



WITH YOU ALWAYS



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

## Part I - General Definitions

We use certain words in this Policy and 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 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.

**Activities of Daily Living** - shall have the following meanings:

- (a) **Mobility** - The ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of bed or chair without requiring the physical assistance of another person.
- (b) **Continence** - The ability to voluntarily control bladder and bowel functions so as to be able to maintain personal hygiene.
- (c) **Dressing** - Putting on and taking off all necessary items of clothing without requiring the assistance of another person.
- (c) **Toileting** - Getting to and from the toilet, transferring on and off the toilet and maintaining associated personal hygiene.
- (e) **Eating** - All tasks of getting food into the body.

**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.

**Break in policy** - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

**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.

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

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

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

**Certificate of Insurance** - means the document issued by Us detailing the effective date, installment date, Insured Person(s), benefits, sums insured, Deductible, Franchise, premium and more generally all special condition(s) and or endorsement(s).



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

**Common Carrier** - means any civilian land or water conveyance or Scheduled Airline in each case operated under a valid license for the transportation of passengers for hire.

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

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

**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 Hazards H-1 or H-2.

**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 to the first Day as an Inpatient.

**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 Establishment (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.

**Inpatient** - means a person: (a) who is confined in a Hospital as a registered bed patient; and (b) for whom at least one Day's room and board is charged by the Hospital.



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

**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 Age 18 and 75, named 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.

**Illness** - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment.

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

**Medically Necessary** - means any treatment, tests, medication, or stay in hospital or part of a 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.

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

**Parents** - means a Insured Person's legal father and mother, who are between the Ages of 18 and 75 years old.

**Period of Confinement** - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, Injury, Disease or Sickness. However, successive confinements as an Inpatient caused by or attributable to the same Accident, Injury, Disease or Sickness 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.



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of Accidents, Injuries, Illnesses or Sicknesses for which the confinement is required

**Physician / 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 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.

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

**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.

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

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

**Renewal** - Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**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 after the Effective Date of the Certificate of Insurance.

**Spouse** - means Your legal husband or wife, who is between the Ages of 18 and 75 years old, and is living in Your residence.

**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



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

interests, whether such interests are declared or not Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism. 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.

**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 Policy Holder and/or Insured Person(s) who is detailed / named in the Policy Schedule.

## Part II: General Exclusions

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. any Pre-existing Condition(s) and complications arising out of or resulting therefrom; or
2. 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
3. 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 Hazards H-1 or H-2; or
4. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
5. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
6. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines; or
7. 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
8. Act of Terrorism; or
9. intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

11. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
12. congenital anomalies or any complications or conditions arising therefrom; or
13. 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
14. is caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date.
15. confinement in a Hospital which is not Medically Necessary.

## — Part II : 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 III : Uniform Provisions —

1. **Entire Contract - Changes:** This Policy, together with the Proposal 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 hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.
2. **Consideration:** The premium payable under each Certificate of Insurance issued under this Policy is payable in installments :
  - a) in the case of annually paid premium - before the beginning of each 12 monthly period when the annual premium installment is due, or
  - b) in the case of monthly / quarterly / half yearly installment premiums - before the beginning of each such period when the premium installment is due.
3. **Effective Date:** The Policy will start on the date specified on the Proposal and Declaration Form and Policy Schedule provided it is countersigned by Us and the total premium has been paid & realized by Us.



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

However Your coverage under this Policy begins on the latest of:

- 1) the Policy Effective date & hour as stated above; or
  - 2) the date on which the premium is paid when due.
4. **Renewal conditions:** The Policy and Certificate of Insurance, 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.

A grace period of 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.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy or Certificate of Insurance 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.

We will not apply any additional loading on your policy premium at renewal based on your claims experience.

You may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

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.

Your renewal premium for this policy will not change unless we have revised the premium and obtained due approval from Authority. Your premium will also change if you change the plan or change the sum insured.

5. **Expiration Date:**

- 1) 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.
- 2) 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





WITH YOU ALWAYS

**Tata AIG General Insurance Company Ltd.**

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

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 -**

<b>Cancellation**</b>	<b>ANNUALLY</b>
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 scales.

\*\* From Policy Dispatch Date.

- 6. **Policy Interruption:** In case the premium is paid in Monthly/Quarterly/Half Yearly Installment and the payment is not made on or before the respective due date., the Insured will not be covered for the period for which he does not make the payment.  
In case the period of interruption is more than 90 days, the policy will be cancelled.
- 7. **Territory:** This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the Policy.
- 8. **Concealment or Fraud:** The entire Policy/ Certificate of Insurance will be void if, whether before or after a loss, You 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.
- 9. **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 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 Days after an actual or potential loss begins.
  - (b) **Claim Forms:** We, upon receipt of a notice of claim, will furnish Your representative 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



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

- 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 someone claiming on Your behalf 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 / Your nominee shall be paid in Indian currency.



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

10. **Arbitration:** If any dispute or difference shall arise as to the quantum of claim 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 denied, 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.

11. **Assignment of Indemnities:** Indemnity, if any, in case of Your loss of life is payable as defined in the Policy Schedule by default to the nominee declared by You; indemnity is payable to Your estate. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.
12. **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.
13. **Change of Nominee:** No change of nominee under this Policy shall bind Us, unless consent / such change thereto is formally endorsed thereon by Our authorized officer.
14. **Medical Examination:** We, at Our own expense, shall have 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.
15. **Legal Actions:** Without prejudice to Uniform Provision 10 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.

16. **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



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

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.

17. **Compliance with Policy Provisions:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

18. **Limitations:**

**Provisions for Reduction of Coverage:**

The benefits of this Policy in respect of Benefits 1-5 shall be reduced by 50% upon Insured Person's attainment of age 71 years and above

19. **Other Interest:** No person(s) other than you and/or your nominee (s) named by you in this application form can claim or sue us under this policy.

20. **Subrogation:** In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization 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 required from You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.

21. **Dispute Resolution Clause and Procedure:** This contract of insurance includes the following dispute resolution procedure, which is exclusive and a material part Choice of Law. 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 10, above and otherwise by the Indian courts.

22. **Additions:** Any person becoming eligible after the Effective Date of this Policy or Certificate of Insurance may be added from time to time as a named Insured Person, upon a Proposal and Declaration Form by You, proof of eligibility and insurability satisfactory to Us, and payment of the required additional premium. Insurance coverage for the new named Insured Person shall commence on the date such Proposal and Declaration Form has been approved by Us subject to any limitations that We may set forth in the accompanying forms.

23. **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.



WITH YOU ALWAYS

## Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

24. **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.
25. 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 any Individual personal accident insurance policy available with us at the time of renewal.

## Part IV: Coverages

### Coverage C-1

#### Section : Accidental Death

We will pay the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life. The loss must occur during the circumstances described in Hazard H-1 within 365 Days from the date of the Accident which caused Injury, or

We will pay twice the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life. The loss must occur during the circumstances described in Hazard H-2 within 365 Days from the date of the Accident, which caused Injury.

#### Exposure

For the purposes of the Accidental Death benefit above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring during the circumstances described in Hazards H-1 or H-2 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 during the circumstances described in Hazards H-1 or H-2 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:

1. In addition to the General Exclusions listed in this Policy this coverage section shall not cover:
  - a. loss caused directly or indirectly, wholly or partly by infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;



WITH YOU ALWAYS

**Tata AIG General Insurance Company Ltd.**

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

- 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 : Fractures / Dislocation / Burns**

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 Schedule of Injuries below. The Injury must occur during the circumstances described in Hazard H-1 within 90 Days from the date of the Accident, which caused Injury.

**Provision :**

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

**Schedule of Injuries:**

<b>Fractures of:</b>	<b>Percentages of Principal Sum</b>
----------------------	-------------------------------------

<b>A.</b>	<b>Hip or Pelvis (excluding thigh or coccyx)</b>	
	Multiple fractures, at least one compound and at least one complete	100 %
	All other compound fractures	50 %
	Multiple fractures, at least one complete	25 %
	All other fractures	20%
<b>B.</b>	<b>Thigh or Heel</b>	
	Multiple fractures, at least one compound and at least one complete	100 %
	All other compound fractures	80 %
	Multiple fractures, at least one complete	50 %
	All other fractures	40%
<b>C.</b>	<b>Lower leg, skull, clavicle, ankle, elbows, upper or lower arm (including wrist but excluding Colles-type fractures)</b>	
	Multiple fractures, at least one compound and at least one complete	100%
	All other compound fractures	63%
	Multiple fractures, at least one complete	50%
	Depressed fracture of the skull needing surgical Intervention	30%
	All other fractures	25%
<b>D.</b>	<b>Colles type fracture of the lower arm</b>	
	Compound fracture	100%
	Other fracture	50%



WITH YOU ALWAYS

**Tata AIG General Insurance Company Ltd.**

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

<b>Fractures of:</b>	<b>Percentages of Principal Sum</b>
<b>E. Shoulder blade, knee cap, sternum, hand (excluding fingers and wrist), foot (excluding toes or heel)</b>	
All compound fractures	100%
All other fractures	50%
<b>F. Spinal Column (Vertebrae but excluding coccyx)</b>	
All compression fractures	100%
All spinous, transverse process of pedicle fractures	100%
Fracture leading to permanent neurological damage	50%
All other vertebral fractures	50%
<b>G. Lower Jaw</b>	
Multiple fractures, at least one compound and at least one complete	100%
All other compound fractures	80%
Multiple fractures, at least one complete	63%
All other fractures	32 %
<b>H. Rib or ribs, cheekbone, coccyx, upper jaw, nose, toe or toes, finger or fingers</b>	
Multiple fractures, at least one compound and at least one complete	100 %
All other compound fractures	76 %
Multiple fractures, at least one complete	51%
All other fractures	25 %
<b>I. Burns</b>	
2nd or 3rd degree burns on	
- at least 27% of body surface	100%
- at least 18% of body surface	80%
- at least 9% of body surface	40%
- at least 4.5% of body surface	20%
<b>J. Dislocations requiring surgery under anaesthesia*</b>	
1) Spine or back, diagnosed by X-ray (excluding slipped disc)	100%
2) Hip	63%
3) Knee	31%
4) Wrist or elbow	25%
5) Ankle, shoulder blade or collarbone	13%
6) Fingers, toes or jaw	5%
* limit of one payment for each of (1) to (6) in any twelve consecutive months.	
<b>K. Internal Injuries</b>	
Internal injuries resulting in open abdominal or thoracic surgery excluding hernia	100%



WITH YOU ALWAYS

Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

### Special Condition Relating to Osteoporosis or Pathological Fracture

If a claim is admitted under this Policy involving fracture of a bone and osteoporosis is first diagnosed at the time of such fracture, no further claim will be admitted in respect of any fracture sustained by the Insured Person concerned. However the Insurance provided in the respect of Insured Injuries I, J, K, may continue at the Insured's option.

### Glossary

- |                           |   |
|---------------------------|---|
| 1. "Coccyx"               | Four fused vertebrae at the bottom of the spine.  |
| 2. "Colles' fracture"     | A break in the radius (one of the lower arm bones, just above the wrist)  |
| 3. "Complete fracture"    | A fracture where the bone is broken completely across.  |
| 4. "Compound fracture"    | A fracture where the bone breaks the skin.  |
| 5. "Compression fracture" | Crushing on the vertebrae.  |
| 6. "Multiple fracture"    | More than one fracture in the same bone.  |
| 7. "Reduction"            | The correction of a dislocation.  |
| 8. "Rule of Nines"        | A system used by doctors for assessing the percentage of the body surface affected by burns. In this system, the head and each arm cover 9% of the body; the front of the body and the back of the body and each leg covers 18% of the body. The groin covers the remaining 1%. |
| 9. Second degree burns    | Burns which penetrate beyond the epidermis, causing formation of blisters.  |
| 10. Third degree burns    | These destroy the full skin thickness.  |

### Coverage C-3

#### 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, that occurs anywhere in the world and commences during the circumstances described in Hazard H-1 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,





WITH YOU ALWAYS

## Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

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 the number of days shown in the Policy Schedule.

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accidents, 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:

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

If, as a result of a Bodily Injury or Insured Injury as defined in the Policy, the Insured Person shall be necessarily confined, commencing while this Policy is in effect, within a Hospital as a resident patient under the professional care of a currently registered Physician or Surgeon but not for the purpose of a convalescent rest, the Company will pay the Daily Hospital Income stated in the Benefits Schedule with respect to such Insured Person for each day that the Insured Person shall be so confined up to 365 days per Injury.

### Coverage C-4

#### Section: Loss of Activities of Daily Living

When as the result of Injury occurring under the circumstances described in Hazard H-1 and commencing within 365 Days from the date of the Accident You suffer a Permanent inability to perform 3 or more Activities of Daily Living as defined in this Policy for a continuous period of 180 Days. We will pay, provided such inability has continued for a period of 6 consecutive months at the end of this period, the Principal Sum as shown in the Policy Schedule.

#### Definition:

**Permanent** - means beyond the hope of recovery with current medical knowledge and technology. The coverage of this benefit will cease after age of seventy five). All psychiatric related causes are exclude.

## Part V: Scope of Coverage

### Hazard H-1

#### 24-hour Protection

#### (Business and Pleasure)

#### Description of Hazards

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



WITH YOU ALWAYS

## Tata AIG General Insurance Company Ltd.

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

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-2**

#### **Common Carrier Transport (Business and Pleasure)**

##### **Description of Hazards**

Such insurance as is afforded to an Insured Person to which this Hazard H-2 applies, shall apply only to Injury sustained by such person anywhere in the world 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 H-2 shall not apply while such Insured Person is 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.

## **— Part VI: 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 1800 266 7780 / 1800 11 99 66 or 022-66939500 (tolled) 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.



WITH YOU ALWAYS

**Tata AIG General Insurance Company Ltd.**

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

**Nodal Officer**

Please visit our website at [www.tataaiginsurance.in](http://www.tataaiginsurance.in) to know the contact details of the Nodal Officer for your servicing location

**INSURANCE OMBUDSMAN CENTRES**

Office of the Ombudsman	Contact Details	Area of Jurisdiction
<b>AHMEDABAD</b>	<b>Sh. P.Ramamoorthy</b> Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014. Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com	State of Gujrat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BHOPAL</b>	<b>Sh.Raj Kumar Srivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal - 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@gmail.com	States of Pradesh Madhya and Chattisgarh.
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in	State of Orissa.
<b>CHANDIGARH</b>	<b>Sh.Manik B.Sonawane</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
<b>CHENNAI</b>	<b>Sh. Virander Kumar</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai - 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman@gmail.com	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com	States of Delhi and Rajasthan.
<b>GUWAHATI</b>	<b>Sh.D.C.Choudhury</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr.Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura



WITH YOU ALWAYS

**Tata AIG General Insurance Company Ltd.**

Peninsula Business Park, Tower A, 15<sup>th</sup> Floor, G. K. Marg,  
Lower Parel, Mumbai - 400 013.  
Tel. No. +91 22 6669 9697 Fax: 022 6654 6464

Office of the Ombudsman	Contact Details	Area of Jurisdiction
<b>HYDERABAD</b>	<b>Sh. G.Rajeswara Rao</b> 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.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
<b>KOCHI</b>	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. Tel : 033-22124346/22124339 Fax : 033-22124341 Email:-insombudsmankolkata@gmail.com	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com	States of Uttar Pradesh and Uttaranchal.
<b>MUMBAI</b>	<b>Sh.A.K.Dasgupta</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V.Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com	States of Maharashtra and Goa.

**OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL**

**Shri M.V.V. Chalam,**  
Secretary General  
3rd Floor, Jeevan Seva Annexe,  
S.V. Road, Santacruz (W),  
Mumbai - 400021  
Tel.: 022-26106245  
Fax: 022-26106949  
Email: [inscoun@gmail.com](mailto:inscoun@gmail.com)  
Web: [www.gbic.co.in](http://www.gbic.co.in)

The Secretary  
3rd Floor, Jeevan Sava Annexe,  
S.V. Road, Santacruz (W),  
Mumbai - 400 021.  
Tel: 022-26106980  
Fax: 022-26106949

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