

TATA AIG GENERAL INSURANCE COMPANY LIMITED
ADDRESS

HOSPITAL CARE -INDIVIDUAL PERSONAL ACCIDENT POLICY

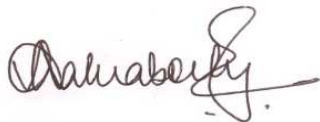
TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, 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.

A handwritten signature in black ink, appearing to read 'Atri Chakroborty', with a stylized flourish at the end.

Atri Chakroborty.
National Head - Operations.

Part I - GENERAL DEFINITIONS

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

Accident, Accidental - means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring under the circumstances described in a Hazard applicable to that person.

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 the Age of the Insured Person on his / her most recent birthday as per the English calendar, regardless of the actual time of birth.

Airworthiness Certificate - means the standard Airworthiness Certificate issued by the aviation agency or by the governmental authority having jurisdiction over civil aviation in India.

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

Day - means a period of 24 consecutive hours.

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

Deductible - means the amount of expenses or the number of Days to be paid or supported by the Insured Person before the Policy benefits become payable.

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

Eligible Children - means dependent children including adopted and step children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student in an accredited Institution of Higher Learning)

who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

Eligible Family - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Eligible Children for which coverage is elected and premium is paid

Hospital - means a medically recognized establishment:

- (a) the primary function of which is to provide for the care and treatment of sick or injured persons, and
- (b) that has a staff of one or more Physicians actually available on the premises at all times, and
- (c) that provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
- (d) that has organised diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
- (e) is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

Injury - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring under the circumstances described in a Hazard.

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 65 , named in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by Us.

Physician - means a licensed medical practitioner acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Medical Council of India. The term Physician would include specialist and surgeon.

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

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

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

Pre-existing Condition - a condition for which care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted **within a two year period** preceding the Policy Effective Date of Coverage, or a condition for which hospitalization or surgery was required **within a five year period** preceding the Policy Effective Date specified in the Schedule.

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 and is deemed to be attached and which forms a part of this Policy.

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

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

Spouse – means Your legal husband or wife, who is between the ages of 16 and 60 years old, and is living in Your residence

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

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

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

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 sickness, disease or illness; 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 a Hazard; 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 Airline; 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. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
9. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
10. self exposure to needless peril (except in an attempt to save human life); or
11. 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

12. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
13. for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest; or
14. for any Pre-existing condition and conditions arising out of or resulting therefrom.

PART III. 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 IV : UNIFORM PROVISIONS

1. 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 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 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 by You.

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

- 1) the Policy Effective date as stated above; or
- 2) the date on which the premium is paid when due.

4. RENEWAL CONDITIONS:

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

5. EXPIRATION DATE:

This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Proposal and Declaration Form and Policy Schedule, whichever is earlier

However We may cancel this Policy at any time by giving you a 7 Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned 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 which case the whole premium shall be fully earned and no return of premium will be made.

6. TERRITORY: This Policy applies to incidents anywhere in the world unless limited by Us through endorsement.

7. CONCEALMENT OR FRAUD: The entire Policy 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.

8. 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 no later than 30 Days after an actual or potential loss begins.

9. 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.

10. TIME FOR FILING CLAIM FORMS AND EVIDENCE: Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

You or the Policyholder shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

11. PAYMENT OF CLAIM: All claims under this Policy that are payable to You or Your assignee shall be paid in Indian currency.

12. ARBITRATION: If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator, to be appointed with mutual consent within a period of 2 months in writing by either parties to; or, if they cannot agree upon a single Arbitrator within 30 Days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising two Arbitrators - one to be appointed by each of the parties to the dispute/ difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

13. 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 assignee declared by You provided such assignee survives 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.

14. CONSENT OF ASSIGNEE: Consent of the assignee, if any, shall not be a prerequisite for any change of assignee or to any other changes in this Policy.

15. CHANGE OF ASSIGNEE: No change of assignee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.

16. 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

17. LEGAL ACTIONS: Without prejudice to Uniform Provision 12 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 no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under 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.

18. MISSTATEMENT OF AGE: If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

19. COMPLIANCE WITH POLICY PROVISIONS: Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

20. LIMITATIONS: If an Insured Person suffers a covered Accident or Injury, for which benefits, are payable under more than one like/same Policy issued by Us, the maximum amount payable under all Policies combined will not exceed the amount payable under the Policy which pays the largest benefit..

21. INTEREST ON THE BENEFIT WE PAY: We will not pay any interest on any benefit We pay, unless provided elsewhere as per the Insurance Act.

22. 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.

23. 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 require You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.

24. 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 12 and 17, above and otherwise by the Indian courts.

25. **CHANGE OF OCCUPATION:** If You sustain a loss after having changed occupation to one We classify as more hazardous than the stated in the Proposal or while doing for compensation anything pertaining to an occupation so classified, We will pay such portion of the indemnities provided in this policy as the premium paid would have purchased at the rates and within the limits We have fixed for such more hazardous occupation.
26. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder

Part V: COVERAGE

Coverage C-1

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 under the circumstances described in a Hazard 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 under the circumstances described in a Hazard will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Exclusions:

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

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

Part V: COVERAGE

Coverage C-2

Section: IN-HOSPITAL INDEMNITY ACCIDENT ONLY (Accident Hospital Cash)

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

The Daily Benefit will be paid at the rate shown on the Schedule of Benefits if You are admitted to a Hospital, in the Republic of India, as an inpatient as a result of a covered Injury.

Benefit will be paid for up to the number of days mentioned 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 45 Days

Period of Confinement - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, or Injury. However, successive confinements as an Inpatient caused by or attributable to the same Accident or Injury are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 Days.

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

Intensive Care Unit - means

- 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and
- 2) which is restricted to those patients who are critically ill or injured.

Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement

Part V: COVERAGE

Coverage C-3

Section: EMERGENCY ACCIDENT MEDICAL EXPENSES REIMBURSEMENT

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

Definitions:

Covered Medical Expenses - means expenses incurred by You for medical services and supplies which are recommended by the attending Physician, for treatment of Injury sustained by you. They include:

- (a) Surgeon Fees;
- (b) Hospital confinement and use of operating room;
- (c) Anesthetics fees (including administration), x-ray examinations or treatments, including CT
- (d) scans etc, Pathological and lab tests;
- (e) ambulance service;
- (f) physiotherapy treatments.

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

Medically Necessary - means, if in our opinion the Medical Practitioner's recommendation is: (a) consistent with the symptoms, diagnosis and treatment of your condition; (b) appropriate with regard to standards of good medical practice; and (c) not primarily for your convenience.

Reasonable and Customary Charges- means a charge which: (a) is charged for treatment, supplies or medical services medically necessary to treat an Insured Person's condition; (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed

Physiotherapy - means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a physician for treatment of injury.

Surgery -.Treatment of bodily injuries by Incisions or Shockwaves or Lasers , including therapeutic Endoscopic procedures requiring the professional services of a qualified surgeon and the use of an Operation Theatre for repair of injuries

Surgical Treatment - Physician's fees for Inpatient surgery.

Anesthetist Fees – in connection with inpatient surgery

Ambulance charges – medical transportation fees and services incurred for bringing the insured to the Hospital following an accident and returning to the normal place of residence after being discharged from the Hospital.

Exclusions:

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

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

Part VI. SCOPE OF COVERAGE:

24-HOUR PROTECTION

(Business and Pleasure)

The hazards described in this Hazard applies only to those Insured Persons who are within a class to which this Hazard applies as stated in the Policy Schedule.

DESCRIPTION OF HAZARDS

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

Such insurance includes such Injury sustained while the Insured Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any civilian / scheduled aircraft's 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.

Exclusion:

In addition to the General Exclusions listed in this Policy this Hazard-1 shall not cover any loss, fatal or non-fatal, caused by or resulting from travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).