

**TATA AIG GENERAL INSURANCE COMPANY LIMITED**  
ADDRESS

**GROUP PERSONAL ACCIDENT – VOLUNTARY GROUP PERSONAL ACCIDENT**

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.

**Part A: GENERAL DEFINITIONS**

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

**Accident** - means a sudden, unforeseen, 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.

**Act of Terrorism** - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism.

**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.

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

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

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

**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

**Eligible Parents** - means a Policyholder's legal and dependant father and mother, who are between the Ages of 18 and 70 years old and receive the majority of maintenance and support from the Insured person.

**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

**Hospital** - means a medically recognized establishment:

- (a) that holds a valid license (if required by law) to practice medicine, and
- (b) the primary function of which is to provide for the care and treatment of sick or injured persons, and
- (c) that has a staff of one or more Physicians actually available on the premises at all times, and
- (d) 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
- (e) 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
- f) 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.

**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

**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 an Employee of the Policy holder, Upto the age of 70 years, and/ or his Eligible Spouse, Eligible children and Eligible Parents (detailed 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), who submits the Enrollment Certificates and authorises the Policyholder to deduct premium for the plan selected, from the Employee's Salary.

**Immediate Family Member** - means an Insured Person's legal spouse; children; siblings; siblings-in-law; parents; mother-in-law; father-in-law; legal guardian, ward; step or adopted children; step-parents.

**Medically Necessary** - means medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision, or order.

**Parents** - means a Policyholder's legal father and mother, who are between the Ages of 18 and 70 years old

**Period of insurance** – the period commencing on the Policy Effective Date and expiring on the Policy Effective Date as referred to in the Schedule

**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 the respective country. The attending Physician may not be (a) an Insured Person or (b) Your Immediate Family Member. The term Physician would include specialist and surgeon.

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

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

**Policyholder** – means the Employer who has contracted the Voluntary Group Personal Accident Policy with Us, on behalf of his Employees.

**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.

**Reasonable and Customary Charges** - means a charge which: (a) is charged for medical treatment, supplies or medical services that are Medically Necessary to treat Your condition; (b) does not exceed the usual level of charges for similar medical 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.

**Spouse** - means Your legal husband or wife, who is between the Ages of 18 and 65 years old, and is living in Your residence.

**Tuition Fee**— means all legally required registration fees charged by the registered and accredited educational institution named in the Application Form for required courses (and any applicable laboratory fee for participation in said courses, exclusive of any extra-curricular course fees), and any cost for the use of facilities for attending said courses. For the purpose of this definition, costs associated with room and board and/or textbooks (whether required or not) are not covered

**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 B: 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. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
2. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the circumstances described in a Hazard; or
3. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or

4. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
5. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline; or
6. War, civil War, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
7. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  

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

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
8. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorist ,or
9. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. self exposure to needless peril (except in an attempt to save human life); 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. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
15. 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
16. Any Pre- existing condition

17. 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

## **PART C. POSTPONEMENT OF EFFECTIVE DATE**

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

## **Part D: UNIFORM PROVISIONS**

### **1. ENTIRE CONTRACT - CHANGES:**

This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and hereto, constitutes the entire contract of insurance.

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

### **2. EFFECTIVE DATE:**

The Policy will start on the date specified on the Proposal and Declaration Form and Policy Schedule provided it is countersigned by Us and the total premium has been paid by the Policyholder.

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

- 1) the Policy Effective date as stated above; or
- 2) if individual enrollment is required, the first day of the calendar month next following the date written enrollment is received and accepted by Us; or
- 3) the date on which the premium is paid when due.

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

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

**4. EXPIRATION DATE:**

The Policy will terminate at the Expiration Date specified in the Proposal and Declaration Form and Policy Schedule.

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

- 1) the Policy Expiration date as stated above; or
- 2) the Policy is terminated; or
- 3) the premium due date if premiums are not paid when due; or
- 4) the date the Insured Person request, in writing, that his or her coverage be terminated; or
- 5) on the last date of the month in which the Insured Person(s) reaches the age of 70 years ; or
- 6) on the last date of the month in which the Insured Person(s) ceases to be an employee of the Policy Holder.

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

**6. CONTRIBUTION :** If at the time of a claim there is another insurance Policy or other contract in the Policyholder's name which covers the Insured Person for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This does not apply to, Accidental Death, Accidental Dismemberment, Accidental Permanent Total Loss of Use, Permanent Total Disability, and Permanent Partial Disability which We will pay in full if available under this Policy.

**7. CONCEALMENT OR FRAUD:** The entire Policy will be void if, whether before or after a loss, You or the Policyholder have, related to this insurance,

- (a) intentionally or recklessly or otherwise concealed or misrepresented what we consider to be any material fact or circumstance;
- (b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
- (c) made false statements.

**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 seven (7) days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If You or the Policyholder's property covered under this Policy is lost or damaged, You or the Policyholder must:

- A. notify us as soon as possible;
- B. take immediate steps to protect, save and/or recover the covered property;
- C. give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- D. notify the police or other appropriate authority in the case of robbery or theft within 24 hours.

**9. CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.

**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. TIME OF PAYMENT OF CLAIM:** Benefits payable under this Policy will be paid within a reasonable time upon receipt of due written evidence of such loss and any other documentation, information and assistance that We may request You or the Policyholder pursuant to Uniform Provision 10 above. Subject to due written evidence of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**12. PAYMENT OF CLAIM:** All claims under this Policy that are payable to You or the Policyholder shall be paid in Indian currency.

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

Comment [s2]: PAGE: 10

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.



**14. ASSIGNMENT OF INDEMNITIES:** Indemnity, if any, in case of Your loss of life is payable as defined in the Policy Schedule to : (a) by default to the assignee declared by You provided such assignee survives you; otherwise, indemnity is payable to Your estate, or (b) to the Policyholder. All other indemnities of this Policy are payable to You. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

**15. CONSENT OF ASSIGNEE:** Consent of the assignee, if any, shall not be a pre-requisite for any change of assignee or to any other changes in this Policy.

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

**17. MEDICAL EXAMINATION:** We, at Our own expense, shall have the right and opportunity to examine You through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.

**18. LEGAL ACTIONS:** Without prejudice to Uniform Provision 13 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.

**19. 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.

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

**21. LIMITATIONS:** If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, the maximum amount payable under all such Policies combined will not exceed the amount payable under the Policy which pays the largest benefit. If benefits are determined on a daily or weekly basis, 'the largest benefit' as used herein will mean the largest Daily/weekly Benefit.

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**22. INTEREST ON THE BENEFIT WE PAY:** We will not pay any interest on any benefit We pay.

Comment [s4]: PAGE: 11

**23. OTHER INTEREST:** Your personal representatives cannot claim from or sue Us. If more than one person or company has an interest in You, We will pay a benefit only once.

Comment [s5]: PAGE: 11

**24. SUBROGATION:** In the event of any payment under this Policy, We shall be subrogated to all the Policyholder or Your rights of recovery thereof against any person or organization and the Policyholder or You shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of the Policyholder or You in the pursuance of Our subrogation rights. You or the Policyholder shall take no action after the loss to prejudice such rights.

**25. DISPUTE RESOLUTION CLAUSE AND PROCEDURE:** This contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Policy. This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 13, above and otherwise by the Indian courts.

**26. 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.

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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

**27. ENDORSEMENTS :** The latest Enrolment Certificates replaces and cancels all other certificates, if any have been issued to the Insured Person(s) named herein under the said Policy. Modification will be effective on the first day of the next month immediately following receipt of the Insured Person's latest completed Enrolment Certificate provided the premium thereof, has been paid.

## Part E: COVERAGE

### 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 a Hazard within 365 Days from the date of the Accident which caused Injury.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the Principal Sum less any other amount paid or

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payable under: Accidental Dismemberment including Paralysis, Permanent Total Disability section of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

**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 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 E: COVERAGE**

**Coverage C-2**

**Section : ACCIDENTAL DISMEMBERMENT AND PARALYSIS**

(Including Loss of Sight)

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur under the circumstances described in a Hazard within 365 Days from the date of the Accident which caused Injury.

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

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

**Table of Losses**

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

“Loss” with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs.

**Exposure**

For the purposes of the Accidental Dismemberment 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.

**Section: PERMANENT TOTAL DISABILITY**

When as the result of Injury occurring under the circumstances described in a Hazard and commencing within 365 Days from the date of the Accident You suffer a Permanent Total Disability,

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

**Definitions:**

**Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

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

**Section : FRACTURES**

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:**

**Part E: COVERAGE**

**Coverage Extension CE-1**

**Section: TUITION BENEFIT**

We will pay the following benefit if You suffer Accidental Death during the circumstances described in a Hazard, such that an Accidental Death benefit is payable under the Policy.

**For the Eligible Children** - We will pay a benefit to or on behalf of Your Eligible Children on the date of the Accident causing Your death and who on the date of Your death:

- (1) is a full time student in any Accredited Institution of Learning
- (2) The benefit will be paid for each year of the Eligible Children's continuous enrollment as a full time student to a maximum of four (4) consecutive years or the date the Eligible Children reaches age 23 whichever comes first. The total amount of the benefit each year is equal to the least of :

1. The actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that child;
2. 10 % of Your Principal Sum on the date of the Accident causing death;

The applicable portion of the yearly benefit for each term of enrolment is payable upon receipt of proof of enrolment for that term.

Eligible Children who cease to be enrolled as a full time student become permanently ineligible for the benefit, even if he or she enrolls at a later date. The benefit is not payable for any term of enrollment as a full time student that begins before that date of the Insured Person's death.

#### **Coverage Extension CE-2**

#### **HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

If an Insured Person:

1. suffers one of the following Injuries listed under the Accidental Dismemberment and Paralysis Coverage Section of the Policy for which Loss of Both Feet, Quadriplegia, or Paraplegia under the circumstances described in a Hazard is payable while this Policy is in effect; and
2. did not; prior to the date of the Accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
3. as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory;

the Company will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the Accident causing such loss(es), upto the maximum amount stated in the Policy Schedule for all such losses caused by the same Accident.

#### **Definition:**

**Covered Home Alteration and Vehicle Modification Expenses** - means one-time expenses that:

1. are charged for:
  - (a) alterations to the Insured Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
  - (b) modifications to one motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to make the vehicle accessible to and/or driveable by the Insured Person; and
2. do not include charges that would not have been made if no insurance existed; and
3. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the Insured Person's residence and the modifications to his or her motor vehicle are:

1. made on behalf of the Insured Person;
2. recognized by a nationally-recognized organization providing support and assistance to wheelchair users;
3. carried out by individuals experienced in such alterations and modifications; and
4. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

**Exclusion:**

In addition to the General Exclusions listed in this Policy, this coverage shall not cover any expense for or resulting from any condition for which the Insured Person is entitled to benefits under any Worker's Compensation Act or similar law.



### Coverage Extension CE-3

#### **REPATRIATION BENEFIT**

In the event accidental Loss of Life is sustained by an Insured Person, within three hundred and sixty-five (365) days of the date of the Accident, not less than 150 kilometers from the Insured Person normal place of residence and indemnity for such Loss becomes payable in accordance with the terms of this Policy, We will pay the actual expenses incurred for preparing the deceased for burial or cremation and shipment of the body to the city of residence of the deceased, upto the maximum amount stated in the Policy Schedule for all such losses caused by the same Accident.

### Coverage Extension CE-4

#### **FAMILY TRANSPORTATION BENEFIT**

When, following an Injury which results in a Loss payable under the section entitled "Accidental Death and Dismemberment Indemnity" of this policy, an Insured Person is confined in a hospital, outside 150 kilometers from his residence, within three hundred and sixty-five (365) days of the accident and the attending physician recommends the personal attendance of a member of the immediate family, this benefit will refund the actual expenses incurred by the immediate family member of transportation by the most direct route by a licensed common carrier to the confined Insured Person, upto the maximum amount stated in the Policy Schedule for all such losses caused by the same Accident.

### Part F. SCOPE OF COVERAGE:

#### **Hazard H-1 24-HOUR PROTECTION (Business and Pleasure)**

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

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