

**BUSINESS GUARD - COMMERCIAL**

**Personal Accident Rider**

**Attached to and forming part of Business Guard-Commercial Policy No. \_\_\_\_\_**

Notwithstanding anything contained in the Policy or any of its Endorsements or Riders hereto, it is agreed and declared that in consideration of the full agreed premium being paid by the Insured to the Company the following Coverage Section is included under the Policy effective the date stated herein. Subject always to the terms and provisions including the General Conditions and General Exclusions of the Policy and all endorsements thereon.

**COVERAGE SECTION I (Personal Accident)**

Injury is sustained by the Insured Person(s) anywhere in the world

**CONDITIONS**

1. The Company will pay a percentage of the Principal Sum shown in the Schedule if Injury to the Insured Person results in one of the losses shown in the Table of Losses below. The loss must occur during the Insured Period within 180 days from the date of the Accident which caused Injury.

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

"Loss" with regard to:

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

**Disappearance**

The Company will pay the benefit for Loss of Life if the Insured Person's body cannot be located within 180 days after the forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person 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 the Insured Person shall have suffered loss of life within the meaning of the Policy

2. Medical Examination

The Company, at its own expense, shall have the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination of the Insured Person's body as permitted by law. Compliance with this examination by Insured Person or the Insured Person's estate is a condition precedent to the Company assuming liability under the Policy.

3. Indemnity

Indemnity, if any, in case of Insured's loss of life is payable to the nominee named in the Schedule provided such nominee survives the Insured Person by thirty days; otherwise, indemnity is payable to Insured Person's estate. All other indemnities of this Policy are payable to the Insured Person.

All payments by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

4. Consent of Nominee

Consent of the nominee, if any, shall not be requisite for change of nominee or to any other changes in this Policy.

5. Change of Nominee

No change of nominee under this Policy shall bind the Company, unless consent thereto is formally endorsed thereon by the Constituted Attorney.

6. Change of Occupation

If the Insured Person sustains a loss after having changed occupation to one the Company classifies as more hazardous or while doing for compensation anything pertaining to an occupation so classified, the Company 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 the Company has fixed for such more hazardous occupation.

7. Misstatement of age

If the Insured Person's age has been misstated, the Company shall not be liable to pay any all amounts otherwise payable under this Policy in respect of an Insured Person who is actually over the age of 65 as at inception of the insurance.

**EXCLUSIONS**

This Policy does not provide benefits for any loss resulting in whole or in part from, or any other loss, directly or indirectly caused by or contributed to by or arising from :

1. intentionally self inflicted injury, suicide or any attempt thereat while sane or insane;
2. any period the Insured Person is serving Armed forces of any country or international authority, whether in peace or war;
3. loss sustained or contracted in consequence of the Insured Person being under the influence of alcohol or any drugs unless administered on the advise of a physician;
4. for any loss of which a contributing cause was the Insured Person's attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or the Insured Person's resistance to arrest;

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5. any loss sustained while flying in any air craft or device for aerial navigation except as specifically provided herein;
6. any Pre-Existing Condition;
7. congenital anomalies and conditions arising out of or resulting therefrom;
8. for any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the insured person had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-Deficiency Virus). Opportunistic infection shall include but will not be limited to pnueomosystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/or other malignancies not known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
9. any loss sustained while the Insured Person is participating in any professional sports;
10. any loss sustained while the Insured Person is participating in contest of speed using a motorized vehicle or bicycle;
11. participating in sky diving/ parachuting hand gliding , bungee jumping, scuba diving, mountain climbing, pot-holing;
12. for Injury or Disease directly or indirectly caused by or contributed by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
13. for Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
14. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy;
15. loss caused directly or indirectly, wholly or partly by:
  - (a) bacterial 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.

**PERILS SPECIFIED**

Injury sustained by an Insured Person anywhere in the world including 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 and shall not apply while such Insured Person is riding in any civilian aircraft other than as expressly described herein.

**Definitions**

**Accident** - means a sudden, unforeseen, uncontrollable and unexpected physical event caused by external, violent and visible means occurring during the Insured Period.

**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).

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**Age** - means the Age of the Insured Person on their most recent birthday, regardless of the actual time of birth.

**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 during the Trip.

**Injury** - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring during the Insured Period.

**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 up to Age 65 who resides permanently in India named in the Policy Schedule as being eligible to become insured under this Policy

**Physician** - means a licensed medical practitioner of the healing arts 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) an Insured Person's 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, papers or riders.

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

**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 remunerates a player in excess of 50% of his or her income as a means of their livelihood.

**Sickness** - means illness first manifested and contracted, and commencing after the Effective Date of the Policy Schedule.

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