



WITH YOU ALWAYS

# ACCIDENT GUARD POLICY

UIN: IRDA/NL-HLT/TAGI/P-P/V.I/195/13-14

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## POLICY WORDINGS

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### Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 or 1800 22 9966 (Senior Citizen)

Fax: 022 6693 8170

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) Website: [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

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.

## Part A: 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.

1. **Accident** - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **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).
3. **Age** - means completed years as at the Effective Date
4. **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.
5. **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.
6. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
7. **Congenital Anomaly** - means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - 7a. **Internal Congenital Anomaly** - which is not in the visible and accessible parts of the body.
  - 7b. **External Congenital Anomaly** - which is in the visible and accessible parts of the body.
8. **Day** - means a period of 24 consecutive hours.
9. **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.
10. **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.
11. **Eligible Children** - means named 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 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.

12. **Eligible Family** - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Eligible Children for which cover is selected and premium is paid.
13. **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.
14. **IRDAI** - means Insurance Regulatory Development Authority of India.
15. **Immediate Family Member** - means an Insured Person's legal spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews.
16. **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.
17. **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** - 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** - 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.
18. **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.
19. **Insured Person** - means the Insured Person up to Age 65, or eligible Spouse and/or Eligible Children detailed 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.
20. **Medical Advice** - means any consultation or advice from a medical Practitioner including the issue of any prescription or repeat prescription.
21. **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.

22. **Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.
23. **Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy.
24. **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.
25. **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.
26. **Professional Sports** - means a sport, which would remunerate a player in excess of 50% of his or her income as a means of their livelihood.
27. **Proposal 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.
28. **Renewal** - means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
29. **Reasonable and Customary Charges** - means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.
30. **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.
31. **Sickness** - means illness first manifested and contracted, and commencing under the circumstances described in a Hazard.
32. **Spouse** - means Your legal husband or wife, who is between the Ages of 18 and 65 years old, and is living in Your residence.
33. **Terrorist Act** - 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.
34. **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.
35. **We, Us, Our** - means Tata AIG General Insurance Company Limited.
36. **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
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. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
8. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
9. congenital anomalies or any complications or conditions arising there from; or
10. 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.

## Part C: Uniform Provisions

### 1. Entire Contract - Changes:

This Policy, together with the Proposal 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 Policy Schedule provided it is countersigned by Us and the total premium has been paid by the Policyholder & realised by Us.

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

- 1) the Policy Effective date & hour 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 first premium is paid when due.

**3. Renewal Conditions:** While the entry age under this policy is upto 65 Years, the Policy is ordinarily renewable for life unless the Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

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.

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 shall terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Schedule, whichever is earlier.

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 claim 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 at least 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 only change if you change the plan or change the Sum Insured.

**4. Expiration Date:**

The Policy will terminate at the Expiration Date specified in the Policy Schedule.

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

- 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

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 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:**

Cancellation	Annually
Upto 1 month	25% of annual premium
Upto 3 months	37.5% of annual premium
Upto 4 months	50% of annual premium
Upto 6 months	62.5% of annual premium
Upto 8 months	87.5% of annual premium
Above 8 months	100% of annual premium

These are retention scale.

**5. Territory:** This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the Policy.

**6. 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; or
- (b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
- (c) made false statements.

**7. Claim Procedure:**

**i. 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.

**ii. 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.

**iii. 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. 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.

**iv. 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 30 days after the date of such loss. Such documentation will include but is not limited to the following:

## Death Claims

1. Claim form
2. Original Death Certificate
3. Original/Attested Post Mortem Report, if conducted
4. Attested copy of FIR, Spot Panchanama & Police Inquest report, where applicable.
5. Complete medical records including Death Summary, in case of hospitalization
6. KYC Documents

## Disability Claims

1. Claim form
2. Attending Doctor's Report
3. Original Disability Certificate from the Doctor
4. Complete medical records including Investigation/ Lab reports (X-Ray, MRI etc.)
5. FIR, Police report, where applicable
6. KYC Documents

v. **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 IRDAI (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.

vi. **Payment of Claim:** All claims under this Policy that are payable to You or the Policyholder shall be paid in Indian currency.

8. **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. 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.

9. **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 nominee declared by You provided such nominee survives you by thirty Days; 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.

10. **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.

11. **Change of Nominee:** No change of nominee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.

12. **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 make a post mortem examination of Your body as permitted by law. Your or Your estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

13. **Legal Actions:** Without prejudice to Uniform Provision 8 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.

14. **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.

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

16. **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.

17. **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 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.

18. **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 8, above and otherwise by the Indian courts.

19. **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.

**20. 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.

21. 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.

22. We will offer the Insured Person an option to migrate to similar Individual Personal Accident insurance Policy with Us provided that:

- Insured Person has been insured with Us under this Policy as a dependant.
- This option for migration to similar Individual personal accident insurance policy shall be exercised by the Insured Person only when he / she is at the end of specified exit age, and certainly at the time of renewal only.
- Insured Person will be offered continuity of coverage provided the policy has been maintained without a break.

## Part D: 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 180 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 a Hazard will be payable as if resulting from an Injury. Loss must occur within 180 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.

### Coverage C-2

#### Section : Accidental Dismemberment

#### **(Including Loss of Sight or Hearing)**

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 during the circumstances described in a Hazard 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

Loss of:	% of Principal Sum
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.

#### **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 during the circumstances described in a Hazard will be payable as if resulting from an Injury. Loss must occur within 180 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.

### Coverage C-3

#### Section: Permanent Total Loss of Use

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to an Insured Person results in any one of the losses shown in the Table of Losses below and if that loss has continued for 12 consecutive months. The loss must occur within 180 Days of the date of the Accident which caused Injury during the circumstances described in a Hazard and subject to the terms contained herein;

1. if the Insured Person suffers more than one of the losses below as a result of the same Accident, only one amount, the largest, will be paid.
2. after the occurrence of any one of losses 1 to 5 there shall be no further liability under the Policy in respect of the Insured Person for Injury sustained thereafter.

### Table of Losses

Loss	% of Principal Sum
1 Permanent Total Disability	100%
2 Permanent and Incurable Paralysis of All Limbs	100%

# Accident Guard Policy

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3	Permanent Total Loss of Sight of Both Eyes	100%
4	Permanent Total Loss of Use of Two Limbs	100%
5	Permanent Total Loss of Use of One Limb	100%
6	Permanent Total Loss of Hearing in	
	(a) Both Ears	75%
	(b) One Ear	30%
7	Permanent Total Loss of Sight of One Eye	50%
8	Permanent Total Loss of the Lens of One Eye	40%
9	Permanent Total Loss of Use of Four Fingers and Thumb of Either Hand	40%
10	Permanent Total Loss of Use of Four Fingers of Either Hand	35%
11	Permanent Total Loss of Use of One Thumb of Either Hand	
	(a) Both Joints	25%
	(b) One Joint	10%
12	Permanent Total Loss of Use of Fingers of Either Hand	
	(a) Three Joints	10%
	(b) Two Joint	7½%
	(c) One Joint	5%
13	Permanent Total Loss of Use of Toes of Either Foot	
14	(a) All - One Foot	20%
	(b) Great - Both Joints	5%
	(c) Great - One Joint	2%
	(d) other than Great, One Toe	1%

We shall pay a weekly benefit amount during a period of continuous Temporary Total Disability of an Insured Person resulting from Injury during the circumstances described in a Hazard after completion of the Elimination Period shown in the Policy Schedule, provided that:

- such period of disability commences within the Elimination Period shown in the Policy Schedule after the date of the Accident causing such Injury; and
- such amount shall be payable as stated in the Policy Schedule, as applicable to such Insured Person; and
- the maximum period for which such amount shall be payable for any one such period of disability shall not exceed the maximum number of weeks payable as stated in the Policy Schedule.
- We will not pay more than the Insured Person's Gross Weekly Wage for the Temporary Total Disability benefit.

Any payment made under this benefit shall be deducted from any or Accidental Death and Dismemberment, or Permanent Total Loss of Use benefits if available under this Policy which ultimately becomes payable under this Policy as a result of the same Accident.

### Definitions:

**Gross Weekly Wage** - means the Insured Person's base weekly earnings in his or her occupation at the time of the Accident causing the Injury for

which benefits are claimed under this coverage, but not including, overtime, bonuses, tips, commissions, and special compensations.

**Elimination Period** - means the number of consecutive days of Temporary Total Disability that must elapse before weekly benefits amounts become payable. The Elimination Period is shown in the Policy Schedule. Weekly benefit amounts are not payable, nor do they accrue, during the Elimination Period.

**Temporary Total Disability** - means disability which wholly and continuously prevents such Insured Person from performing each and every duty pertaining to his occupation.

### Coverage C-5

#### 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:

- is a full time student in any Institution of Higher Learning beyond graduation; or
- is in grade 12 and subsequently enrolls as a full time student in an Institution of Higher Learning within 365 Days after the date of Your death. The benefit will be paid for each year of the Eligible Children's continuous enrollment as a full time student in an Institution of Higher Learning 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 :

- The actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that child;
- 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.

**Institution of Higher Learning** - means any accredited institution that provides education or training beyond graduation, including but not limited to, any state university private college or trade school.

### Exposure:

For the purposes of the Permanent Total Loss of Use benefit above, a loss resulting from such Insured Person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 180 Days of the date of the Accident.

### Definitions:

**Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by Us.

**Limb** - means a arm at or above the wrist or a leg at or above the ankle.

**Permanent Total Loss of Use** - means complete and irreversible loss of functional, normal or characteristic use of the entire arm or leg. "Arm" means the entire arm from the shoulder joint including the attached hand. "Leg" means the entire leg from the hip joint including the attached foot.

### Exclusions:

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

- 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;
  - medical or surgical treatment except as may be necessary solely as a result of injury;
- any bodily injury which shall result in hernia.

### Coverage C-4

#### Section: Temporary Total Disability

## Coverage Extension CE-1

### Child Enhancement Benefit

Accidental Dismemberment Benefit is doubled for any Eligible Children covered and if payable under this Policy.

## 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, Hemiplegia 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), up to 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 but not to exceed the amount of Rs 5,000.

## 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 kms 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 but not to exceed the amount of Rs. Fifty Thousand (Rs.50,000/-).

## Coverage Extension CE-5

### Escalation Benefit.

The principal sum for any Insured Person will be increased by five (5%) percent on each anniversary date of the policy provided there is no interruption in coverage. The total of all increases is limited to twenty five (25%) percent.

## Part E: 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.

#### **Grievance Lodgment Stage**

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 contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780 or

1800 22 9966 (Senior Citizen)

Email us at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

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

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

#### **Nodal Officer**

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

After investigating the grievance 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@tataaig.com](mailto:manager.customersupport@tataaig.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 of your complaint.



## 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@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. 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 of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

## INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755- 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 - 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh

CHANDIGARH	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai- 600 018. Tel.: 044-24333668 /24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court” Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands

LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Unnao, Kanpur, Lucknow, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Ballia, Faizabad, Amethi, Basti, Kaushambi, Balampur, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Sidharathnagar			Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodha nagar, Hardoi, Ghaziabad, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in				Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in				Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane			
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250/ 2514252/ 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,			

### Grievance Redressal Procedure:

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

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

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.