



# Voluntary Group Personal Accident Policy

UIN: IRDA/NL-HLT/TAGI/P-P/V.I/301/13-14

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## POLICY WORDINGS

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

Registered Office:

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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.

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, and involuntary event caused by external, visible and violent means.

**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 completed years as at the Effective Date.

**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.

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

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

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

**Contribution** - is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion of Sum Insured.

This clause shall not apply to any benefit offered on fixed benefit basis.

**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 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.

**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.

**Grace Period** - means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**Hospital** - means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act or complies with all minimum criteria as under: has qualified nursing staff under its employment round the clock;

- has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out ;
- maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

**IRDAI** - means Insurance Regulatory Development Authority of India.

**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.

**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.

**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 65 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 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.

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

**Medical Practitioner / Physician** - 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 State Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

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

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

**Policyholder** - means the Employer who has contracted the Accident Care Policy with Us, on behalf of his Employees.

**Pre-existing Condition** - Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

**Professional Sports** - means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.

**Proposal 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 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.

**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.

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

**Subrogation** - means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**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. congenital anomalies or any complications or conditions arising therefrom; or
12. 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
13. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
14. 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
15. Any Pre- existing condition.

## 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 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 and realized 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 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 Policy 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.

The policy and the Certificate of Insurance shall be ordinarily renewable for life except on grounds such as mis-representation, fraud, moral hazard or non co-operation by the Insured.

We may extend the renewal automatically if opted for by You in the Proposal Form and provided You are eligible for renewal as per age criteria as per Policy terms.

The policy will be renewable provided premium has been paid on the renewal due date. However a grace period in payment up to 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.

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.

### 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 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) ceases to be an employee of the Policy Holder.

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
Up to 1 month	25 % OF annual Premium
Up to 3 months	37.5 % OF annual Premium
Up to 4 months	50 % OF annual Premium
Up to 6 months	62.5 % OF annual Premium
Up to 8 months	87.5 % OF annual Premium
Above 8 months	100 % OF annual Premium

These are retention scales.

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

### 7. Claim Procedure

#### a. Notice Of Claim/loss:

It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 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.

#### b. 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.

#### c. Time for Filing Claim Forms and Evidence:

Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.

#### d. Supporting Documentation & Examination:

You or Policy holder or someone claiming on behalf of Policyholder shall provide Us with all documentation, medical records and information We



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may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 15 days of the Your discharge from Hospitalisation or completion of treatment. Such documentation will include but is not limited to the following :

Death Claims	Disability Claims
1. Claim form	1. Claim form
2. Original Death Certificate	2. Attending Doctor's Report
3. Original/ Attested Post Mortem Report, if conducted	3. Original Disability Certificate from the Doctor
4. Attested copy of FIR, Spot Panchnama & Police Inquest report, where applicable.	4. Complete medical records including Investigation/ Lab reports (X-Ray , MRI etc.)
5. Complete medical records including Death Summary, in case of hospitalization	5. FIR, Police report, where applicable
6. KYC Documents	6. KYC Documents

e. **Time of Payment of Claim:** We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents/information and any other additional information required for the settlement of the claim All claims will be settled in accordance with the applicable regulatory guidelines, including 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.

f. **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; 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 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.

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. **Limitations:** If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, then the Insured Person shall have the right to require a settlement of his claim in terms of any of his policies and contribution as defined in the policy will not apply.

Provided further that, If the amount to be claimed under the Policy chosen by the Insured Person, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Insured Person shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the principle of Contribution defined in Part A – General Definitions.

**Note** - This clause is not applicable to Benefit sections of Part E Coverage.

17. **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.

18. **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.

19. **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.

20. **Reasonable Care and Assistance:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.

In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

21. **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.

22. **Aggregate Limit** - Our maximum liability under the Accidental Death and Dismemberment benefit of this Policy in the aggregate in respect of all claims by or on behalf of all Insured Persons, shall not exceed the maximum aggregate limit stated in the Schedule, and if at any time the total value of unpaid claims would, if paid, result in this aggregate limit being exceeded, the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that this maximum aggregate limit is not exceeded.

23. **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.

24. 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 similar Personal Accident product available with us at the time of renewal.

## 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, the Principal Sum less any other amount paid or 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.

### 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

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 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.

## 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 Institution of Higher Learning beyond grade Twelve; or
- (2) 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 :

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.

**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.

## 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.



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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](mailto: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 Union 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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	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: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura



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WITH YOU ALWAYS

	Email: bimalokpal.guwahati@ecoi.co.in				
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.			Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Sidharathnagar
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			Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
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, Banda, Hamirpur, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Amethi, Lucknow, Unnao, Sitapur, Lakhimpur, Basti, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Ballia, Kaushambi, Balrampur, Ambedkarnagar, Sultanpur,			State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Meerut, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Amroha, Farrukhabad, Firozbad, Gautambodhana gar, Ghaziabad, Hardoi, Hathras, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Kanshiramnagar, Saharanpur
			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>	
			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	
			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

### Grievance Redressal Procedure:

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