



POLICY WORDINGS

**MAHARAKSHA  
PERSONAL INJURY  
POLICY**

Tata AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

This Policy will only be valid and in force if the Policy Schedule is signed by a person We have authorized.

Sincerely,

Atri Chakraborty  
(National Head - Operations)

**Tata AIG General Insurance Company Limited**

Regd. Office:

Tata AIG General Insurance Company Ltd.  
Peninsula Corporate Park,  
Nicholas Piramal Tower, 9th Floor,  
G.K. Marg, Lower Parel, Mumbai-400 013.  
Toll Free No. 1800-119966



**WITH YOU ALWAYS**

## Part I - GENERAL DEFINITIONS

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

**Accident** - means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring under the circumstances described in a Hazards H-1 and H-2 applicable to that person.

**Activities of Daily Living** - shall have the following meanings:

- (a) **Mobility** - The ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of bed or chair without requiring the physical assistance of another person.
- (b) **Continence** - The ability to voluntarily control bladder and bowel functions so as to be able to maintain personal hygiene.
- (c) **Dressing** - Putting on and taking off all necessary items of clothing without requiring the assistance of another person.
- (c) **Toileting** - Getting to and from the toilet, transferring on and off the toilet and maintaining associated personal hygiene.
- (e) **Eating** - All tasks of getting food into the body.

**Acquired Immune Deficiency Syndrome** - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

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

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

**Common Carrier** - means any civilian land or water conveyance or Scheduled Airline in each case operated under a valid license for the transportation of passengers for hire.

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

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

**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 Hazards H-1 or H-2.

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

**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 to the first Day as an Inpatient

**Hospital** – means a medically recognised establishment which is a Hospital and:

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

**Injury** - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring under the circumstances described in Hazards H-1 or H-2.

**Inpatient** - means a person: (a) who is confined in a Hospital as a registered bed patient; and (b) for whom at least one Day's room and board is charged by the Hospital.

**Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

**Insured Person** - means the Insured Person between Age 16 and 75 , named in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by Us.

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

**Parents** - means a Insured Person's legal father and mother, who are between the Ages of 18 and 75 years old

**Period of Confinement** - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, Injury, Disease or Sickness. However, successive confinements as an Inpatient caused by or attributable to the same Accident, Injury, Disease or Sickness are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 30 Days.

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of Accidents, Injuries, Illnesses or Sicknesses for which the confinement is required

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

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

**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

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

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

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

**Proposal and Declaration Form** - means any initial or subsequent declaration made by the Policyholder/ Insured Person and is deemed to be attached and which forms a part of this Policy.

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

**Sickness** means illness first manifested and contracted, and commencing after the Effective Date of the Certificate of Insurance

**Spouse** – means Your legal husband or wife, who is between the Ages of 18 and 75 years old, and is living in Your residence

**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 Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism. 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.

**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 Policy Holder and/or Insured Person(s) who is detailed / named in the Policy Schedule.

## **Part II: GENERAL EXCLUSIONS**

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. any Pre-existing Condition(s) and complications arising out of or resulting therefrom; or
2. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or

3. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the circumstances described in Hazards H-1 or H-2; or
4. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
5. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
6. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines ;or
7. War, civil War, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. Act of Terrorism; or 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.
9. intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
12. self exposure to needless peril (except in an attempt to save human life); or
13. congenital anomalies or any complications or conditions arising therefrom; or
14. 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
15. is caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date.
16. congenital anomalies and conditions arising out of or resulting therefrom; or
17. confinement in a Hospital which is not Medically Necessary; or

## **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 III : UNIFORM PROVISIONS**

**1. ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

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

- 2. CONSIDERATION:** The premium payable under each Certificate of Insurance issued under this Policy is payable in installments :
- a) in the case of annually paid premium – before the beginning of each 12 monthly period when the annual premium installment is due, or
  - b) in the case of monthly / quarterly / half yearly installment premiums – before the beginning of each such period when the premium installment is due.

## **3. EFFECTIVE DATE:**

### **For Master Policy**

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

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

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

### **For Certificate of Insurance**

The Certificate of Insurance takes effect on the Effective Date stated in the Certificate of Insurance. After taking effect each Certificate of Insurance may continue in effect after the renewal date subject to Part III, No. 4, "RENEWAL CONDITIONS," set forth herein. All subsequent Insured Periods shall begin and end at midnight

**4. RENEWALCONDITIONS:** The Policy and Certificate of Insurance, 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 or Certificate of Insurance shall terminate at the expiration of the period for which premium has been paid.

#### **4. EXPIRATION DATE:**

##### **For Master Policy**

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

2) However We may cancel this Policy at any time by giving you 7 Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned premium shall be computed in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation in which case the whole premium shall be fully earned and no return of premium will be made.

##### **For Certificate of Insurance**

**1) CANCELLATION OF THE CERTIFICATE OF INSURANCE:** We may cancel each Certificate of Insurance at any time by giving 7 Days written notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto

**2) TERMINATION OF INDIVIDUAL CERTIFICATES OF INSURANCE:** Each Certificate of Insurance will terminate on the earliest of the following dates:

- a) The date the master Policy is terminated,
- b) The date the Insured Person is no longer eligible within the classification of Insured Person(s) described in the Policy Schedule,
- c) You cease to be a resident of India,
- d) The date the Insured Person attains Age of 75 unless otherwise provided,
- e) The date We or You cancel the Certificate of Insurance.
- f) The date of which the premium when due, is not received.

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

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

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

- (a) intentionally or recklessly or otherwise concealed or misrepresented what we consider to be any material fact or circumstance;

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

**8 . NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 Days after an actual or potential loss begins.

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

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

**11. TIME OF PAYMENT OF CLAIM:** Benefits payable under this Policy will be paid within a reasonable time upon receipt of due written evidence of such loss and any other documentation, information and assistance that We may request You pursuant to Uniform Provision 10 above.

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

**13. ARBITRATION:** If any dispute or difference shall arise as to the quantum of claim 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 denied, disputed or not accepted liability under or in respect of this Policy.

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

**14. ASSIGNMENT OF INDEMNITIES:** Indemnity, if any, in case of Your loss of life is payable as defined in the Policy Schedule by default to the assignee declared by You; indemnity is payable to Your estate. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

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

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

**17. MEDICAL EXAMINATION:** We, at Our own expense, shall have the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.

**18. LEGAL ACTIONS:** Without prejudice to Uniform Provision 15 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy. If no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

If We disclaim liability to You for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

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

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

**21. LIMITATIONS:**

**- Multiple policies :**

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

**- Provisions for Reduction of Coverage:**

The benefits of this Policy in respect of Benefits 1-5 shall be reduced by 50% upon Insured Person's attainment of age 71 and such insurance coverage shall immediately terminate upon Insured Person's attainment of age 75.

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

**23. OTHER INTEREST:** No person(s) other than you and/or your nominee (s) named by you in this application form can claim or sue us under this policy.

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

**25. DISPUTE RESOLUTION CLAUSE AND PROCEDURE:** This contract of insurance includes the following dispute resolution procedure, which is exclusive and a material part Choice of Law. This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 15, above and otherwise by the Indian courts.

**26. ADDITIONS:** Any person becoming eligible after the Effective Date of this Policy or Certificate of Insurance may be added from time to time as a named Insured Person, upon a Proposal and Declaration Form by You, proof of eligibility and insurability satisfactory to Us, and payment of the required additional premium. Insurance coverage for the new named Insured Person shall commence on the date such Proposal and Declaration Form has been approved by Us subject to any limitations that We may set forth in the accompanying forms.

**27. 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.

## **Part IV: COVERAGES**

### **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 Hazard H-1 within 365 Days from the date of the Accident which caused Injury, or

We will pay twice 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 Hazard H-2 within 365 Days from the date of the Accident, which caused Injury.

#### **Exposure**

For the purposes of the Accidental Death benefit above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring during the circumstances described in Hazards H-1 or H-2 will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

#### **Disappearance**

We will pay the benefit for Loss of Life during the circumstances described in Hazards H-1 or H-2 if Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy.

#### **Exclusions:**

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

- a. 1. 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;
  - 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 : FRACTURES / DISLOCATION / BURNS**

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to You results in one of the losses shown in the Schedule of Injuries below. The Injury must occur during the circumstances described in Hazard H-1 within 90 Days from the date of the Accident, which caused Injury.

Provision :

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

**Schedule of Injuries:**

**Fractures of:** Percentages of Principal Sum

**A. Hip or Pelvis (excluding thigh or coccyx)**

Multiple fractures, at least one compound and at least one complete	100 %
All other compound fractures	50 %
Multiple fractures, at least one complete	25 %
All other fractures	20%

**B. Thigh or Heel**

Multiple fractures, at least one compound and at least one complete	100 %
All other compound fractures	80 %
Multiple fractures, at least one complete	50 %
All other fractures	40%

**C. Lower leg, skull, clavicle, ankle, elbows, upper or lower arm (including wrist but excluding Colles-type fractures)**

Multiple fractures, at least one compound and at least one complete	100%
All other compound fractures	63%
Multiple fractures, at least one complete	50%
Depressed fracture of the skull needing surgical Intervention	30%
All other fractures	25%

**D. Colles type fracture of the lower arm**

Compound fracture	100%
Other fracture	50%

**E. Shoulder blade, knee cap, sternum, hand (excluding fingers and wrist), foot (excluding toes or heel)**

All compound fractures	100%
All other fractures	50%

#### **F. Spinal Column (Vertebrae but excluding coccyx)**

All compression fractures	100%
All spinous, transverse process of pedicle fractures	100%
Fracture leading to permanent neurological damage	50%
All other vertebral fractures	50%

#### **G. Lower Jaw**

Multiple fractures, at least one compound and at least one complete	100%
All other compound fractures	80%
Multiple fractures, at least one complete	63%
All other fractures	32 %

#### **H. Rib or ribs, cheekbone, coccyx, upper jaw, nose, toe or toes, finger or fingers**

Multiple fractures, at least one compound and at least one complete	100 %
All other compound fractures	76 %
Multiple fractures, at least one complete	51%
All other fractures	25 %

#### **I. Burns**

2nd or 3rd degree burns on	
- at least 27% of body surface	100%
- at least 18% of body surface	80%
- at least 9% of body surface	40%
- at least 4.5% of body surface	20%

#### **J. Dislocations requiring surgery under anaesthesia\***

1) Spine or back, diagnosed by X-ray (excluding slipped disc)	100%
2) Hip	63%
3) Knee	31%
4) Wrist or elbow	25%
5) Ankle, shoulder blade or collarbone	13%
6) Fingers, toes or jaw	5%

\*limit of one payment for each of (1) to (6) in any twelve consecutive months.

#### **K. Internal Injuries**

Internal injuries resulting in open abdominal or thoracic surgery excluding hernia	100%
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#### **Special Condition Relating to Osteoporosis or Pathological Fracture**

If a claim is admitted under this Policy involving fracture of a bone and osteoporosis is first diagnosed at the time of such fracture, no further claim will be admitted in respect of any fracture sustained by the Insured Person concerned. However the Insurance provided in the respect of Insured Injuries I, J, K, may continue at the Insured's option.

## Glossary

1. **“Coccyx”** Four fused vertebrae at the bottom of the spine.
2. **“Colles’ fracture”** A break in the radius (one of the lower arm bones, just above the wrist)
3. **“Complete fracture”** A fracture where the bone is broken completely across.
4. **“Compound fracture”** A fracture where the bone breaks the skin.
5. **“Compression fracture”** Crushing on the vertebrae.
6. **“Multiple fracture”** More than one fracture in the same bone.
7. **“Reduction”** The correction of a dislocation.
8. **“Rule of Nines”** A system used by doctors for assessing the percentage of the body surface affected by burns. In this system, the head and each arm cover 9% of the body; the front of the body and the back of the body and each leg covers 18% of the body. The groin covers the remaining 1%.
9. **Second degree burns** Burns which penetrate beyond the epidermis, causing formation of blisters.
10. **Third degree burns** These destroy the full skin thickness.

## Coverage C-3

### **Section: IN-HOSPITAL INDEMNITY ACCIDENT ONLY**

We will pay a Daily Benefit for each Day You are an Inpatient in a Hospital due to Injury subject to any applicable Deductible or Franchise shown in the Policy Schedule, that occurs anywhere in the world and commences during the circumstances described in Hazard H-1 and while this Policy is in effect. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule.

### **Definitions:**

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

**One Period of Confinement** - means a Hospital confinement due to the same Injury unless separated by at least 90 days.

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

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

### **Exclusions:**

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

1. hospitalization due to any Disease or Sickness; or
  1. pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction; or
  2. routine physical exams; or
  3. elective, cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while our policy is in force; or
  4. any mental, nervous or emotional disorders or rest cures.

If, as a result of a Bodily Injury or Insured Injury as defined in the Policy, the Insured Person shall be necessarily confined, commencing while this Policy is in effect, within a Hospital as a resident patient under the professional care of a currently registered Physician or Surgeon but not for the purpose of a convalescent rest, the Company will pay the Daily Hospital Income stated in the Benefits Schedule with respect to such Insured Person for each day that the Insured Person shall be so confined up to 365 days per Injury.

#### **Coverage C-4**

##### **Section: LOSS OF ACTIVITIES OF DAILY LIVING**

When as the result of Injury occurring under the circumstances described in Hazard H-1 and commencing within 365 Days from the date of the Accident You suffer a Permanent inability to perform 3 or more Activities of Daily Living as defined in this Policy for a continuous period of 180 Days. We will pay, provided such inability has continued for a period of 6 consecutive months at the end of this period, the Principal Sum as shown in the Policy Schedule.

#### **Definition:**

**Permanent** - means beyond the hope of recovery with current medical knowledge and technology. The coverage of this benefit will cease after age of seventy five). All psychiatric related causes are exclude.

#### **Part V: SCOPE OF COVERAGE**

##### **Hazard H-1**

##### **24-HOUR PROTECTION**

**(Business and Pleasure)**

##### **DESCRIPTION OF HAZARDS**

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

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.

##### **Hazard H-2**

##### **COMMON CARRIER TRANSPORT**

**(Business and Pleasure)**

##### **DESCRIPTION OF HAZARDS**

Such insurance as is afforded to an Insured Person to which this Hazard H-2 applies, shall apply only to Injury sustained by such person anywhere in the world while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard H-2 shall not apply while such Insured Person is riding in or on, or boarding or alighting from, any civilian aircraft that does not hold current a valid Airworthiness Certificate and is piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

#### **Customer Service and Grievance Procedure:**

We have a 24/7 help line for addressing customer queries. The contact details of our helpline are as under.

Toll Free: 1 800 11 99 66 ( from a BSNL/ MTNL landline)

Tolled No: 022 6693 9500

Email: [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com)

Our customer service executives are equipped to address queries, attend to grievances. You may also seek details of nearest office of Insurance Ombudsman for any Complaint redressal.