



POLICY WORDINGS

**GROUP PERSONAL  
ACCIDENT –  
GROUP MULTIGUARD**

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 A: GENERAL DEFINITIONS

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

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

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

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

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

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

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

**Franchise** - means the amount of expenses or the number of Days to be paid or supported by the Insured Person beyond which the Policy benefits become payable retroactively

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

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

**Injury** - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring under the circumstances described in a Hazard.

**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 the age of 18 to 65 years, detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by Us.

**Physician** - means a licensed medical practitioner acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Medical Council of the respective country. The attending Physician may not be (a) an Insured Person or (b) Your Immediate Family Member. The term Physician would include specialist and surgeon.

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

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

**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.

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

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

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

**Reasonable and Customary Charges** - means a charge which: (a) is charged for medical treatment, supplies or medical services that are Medically Necessary to treat Your condition; (b) does not exceed the usual level of charges for similar medical treatment, supplies or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed.

**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 under the circumstances described in a Hazard.

**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.

**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 schedules Airlines; or
6. War, civil War, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or

7. Any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

8. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorist ,or
9. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
10. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. self exposure to needless peril (except in an attempt to save human life); or
12. congenital anomalies or any complications or conditions arising therefrom; or
13. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained; or
14. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
15. for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest; or
16. Any Pre- existing condition

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

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

## **Part D: UNIFORM PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within seven (7) days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If You or the Policyholder's property covered under this Policy is lost or damaged, You or the Policyholder must:

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

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

**10. TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to

furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

You or the Policyholder shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

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

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

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

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

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

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



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

**18. LEGAL ACTIONS:** Without prejudice to Uniform Provision 13 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy. If no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

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

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

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

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

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

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

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

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

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

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

**27. Aggregate Limit :** Our maximum liability under the Accidental Death and Dismemberment or the Permanent Total Disability or the Loss of Use benefits 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 item 5 of 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

**Part E: COVERAGE**

**Coverage C-1**

**Section : A Section : ACCIDENTAL DEATH AND DISMEMBERMENT**

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur during the circumstances described in a Hazard within 365 Days from the date of the Accident which caused Injury. If the loss occurs under more than one hazard (24 hours, common carrier and Natural Disaster), our maximum liability is restricted to the largest benefit payable under the applicable hazard.

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 Loss of use, sections of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

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

**Table of Losses**

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

"Loss" with regard to:

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

**Exposure**

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

**Disappearance**

We will pay the benefit for Loss of Life 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:

1. loss caused directly or indirectly, wholly or partly by:
  - a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
  - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
2. any Injury which shall result in hernia.

**Part E: COVERAGE****Coverage C-2****Section: PERMANENT TOTAL LOSS OF USE**

We will pay a percentage of the Principal Sum shown in the Policy Schedule if Injury to an Insured Person results in any one of the losses shown in the Table of Losses below and if that loss has continued for 12 consecutive months.

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 Death & Dismemberment section of this Policy, if these coverages are offered under this Policy, as the result of the same Accident

The loss must occur within 365 Days of the date of the Accident which caused Injury during the circumstances described in a Hazard and subject to the terms contained herein;

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

### Table of Losses

Loss:	% of Principal Sum
1. Permanent Total Disability .....	100%
2. Permanent and Incurable Paralysis of All Limbs.....	100%
3. Permanent Total Loss of Sight of Both Eyes.....	100%
4. Permanent Total Loss of Use of Two Limbs .....	100%
5. Permanent Total Loss of Use of One Limb .....	50%
6. Permanent Total Loss of Hearing in	
(a) Both Ears .....	75%
(b) One Ear .....	30%
7. Permanent Total Loss of Sight of One Eye.....	50%
8. Permanent Total Loss of the Lens of One Eye.....	40%
9. Permanent Total Loss of Use of Four Fingers and Thumb of Either Hand	40%
10. Permanent Total Loss of Use of Four Fingers of Either Hand .....	35%
11. Permanent Total Loss of Use of One Thumb of Either Hand	
(a) Both Joints .....	25%
(b) One Joint.....	10%
12. Permanent Total Loss of Use of Fingers of Either Hand	
(a) Three Joints.....	10%
(b) Two Joints.....	7.5%
(c) One Joint.....	5%
13. Permanent Total Loss of Use of Toes of Either Foot	
(a) All - One Foot	20%
(b) Great - Both Joints .....	5%
(c) Great - One Joint.....	2%
(d) other than Great, One Toe.....	1%

**Exposure:**

For the purposes of the Permanent Total Loss of Use benefit above, a loss resulting from such Insured Person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

**Definitions:**

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

**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.

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

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

**Exclusions:**

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

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 bodily injury which shall result in hernia.

## **Part E: COVERAGE**

### **Coverage C-3**

#### **Section: EMERGENCY ACCIDENT MEDICAL EXPENSE**

We will pay the Reasonable and Customary Charges, subject to the Deductible shown in the Policy Schedule, for Covered Medical Expenses which are not due to a Pre-existing Condition up to the maximum amount and benefit period stated in the Policy Schedule for Immediate Medical Treatment of an Injury sustained by You, under the circumstances described in a Hazard, while this Policy is in effect.

#### **Definitions:**

**Covered Medical Expenses** - means expenses incurred by You for medical services and supplies which are recommended by the attending Physician. They include:

- (a) the services of a Physician;
- (b) Hospital confinement and use of operating room;
- (c) anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, and therapeutic services and supplies.

**Immediate Medical Treatment** - means treatment commencing within 24 hours of the time and date of the Accidental bodily Injury. Only Covered Medical Expenses are covered.

#### **Exclusions:**

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

1. Any treatment of any disease or Sickness: or
2. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
3. routine physicals or other examinations where there are no objective indications of impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
4. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
5. dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
6. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or

7. the diagnosis and treatment of acne; or
8. deviated septum, including sub mucous resection and/or other surgical correction thereof; or
9. organ transplants that are considered experimental in nature; or
10. well child care including exams and immunizations; or
11. expenses which are not exclusively medical in nature; or
12. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or no Sickness cover has caused impairment of vision or hearing; or
13. treatment provided in a government Hospital or services for which no charge is normally made; or
14. mental, nervous, or emotional disorders or rest cures; or
15. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
16. medical expenses covered under any workers' compensation or similar policy; or
17. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose; or
18. Therapeutic services unless conclusive scientific evidence proves, , that it improves health outcome.



## **Part E: COVERAGE**

### **Coverage C-4**

#### **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, and commences under the circumstances described in a Hazard 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 30 Days.

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accident, 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:

hospitalization due to

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

## **PART F**

### **Coverage Extension CE-1**

#### **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's normal place of residence and indemnity for such Loss becomes payable in accordance with the terms of this Policy, We will pay the actual expenses incurred for preparing the deceased for burial or cremation and shipment of the body to the city of residence of the deceased but not to exceed the amount Mentioned in the policy schedule.

### **Part G. SCOPE OF COVERAGE:**

#### **Hazard H-1 : 24-HOUR PROTECTION**

(Business and Pleasure)

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

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

#### **Hazard H-6 : COMMON CARRIER**

We will pay the Principal Sum shown in the Policy Schedule if Injury to You results in loss of life 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 shall not apply while You are 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.

The term "Airworthiness" certificate used in this Hazard shall mean the standard Airworthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.

**Hazard H-19 : Natural Disaster**

We will pay the Principal Sum shown in the Policy Schedule if loss of life sustained to You as a result of a Natural Disaster.

**Natural Disaster** – means, with respect to the Policy, a flood, volcanic eruption, landslide.