# **Policy Wordings**

### **Critical Illness**

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.

**Authorised Signatory** 

For Tata AIG General Insurance Company Ltd.

# Atri Chakraborty National Head – Operations & Systems

## Tata AIG General Insurance Company Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai- 400013. Toll Free Helpline No. 1800 266 7780 Visit us at www.tataaiginsurance.in





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# **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, Accidental** - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

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.

**Break in policy** - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

**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.

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

Covered Illness - means illness occurring more than Ninety (90) days after the Issue Date or Commencement Date or last reinstatement, whichever is later, of this Policy. For this purpose, an illness has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment. In the event of any conflict or discrepancy of opinions relating to the signs or symptoms of an illness and their manifestation between a Physician and the Insured, we will adopt and follow the Physician's professional opinion. We will not pay for any expenses, test, visits, fees etc. relating to the diagnosis.

**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.

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**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.

**Diagnosis** - means the definitive diagnosis made by a Physician as hereinbelow defined, based upon such specific evidence, as referred to herein below in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such diagnosis shall be binding on both the Insured and the Company.

**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 preexisting 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 sickness 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 Schedule 56(1) of the said act or complies with all the 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

IRDA - means Insurance Regulatory and Development Authority.

**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 - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the

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person to his or her health immediately before suffering the disease /illness/injury which leads to full recovery.

- (b) Chronic Condition A 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 the Insured Person up to Age 65, or 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.

**Medical Advise** - means any consultation or advice from a medical Practitioner including the issue of any prescription or repeat prescription.

**Medical Practitioner/Physician** - is 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 Homoeopathy set up by the Government of India or a state Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of 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.

**Policyholder** - means the physical person(s) or the entity named in the Policy Schedule who is (are) responsible for payment of premiums.

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

Pre-existing Condition - means any condition, ailment or injury or related condition(s) for which Insured Person had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the commencement of the first Policy issued by Insurer.

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



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

**Portability** - means the transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another.

**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.

**Subrogation** - means the 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.

**Surgery** - means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

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 named 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. Any Pre-existing Condition, any complication arising from it, or
- 2. Any Illness, sickness or disease, other than specified as Critical Illness, as mentioned in the policy schedule, or
- Any Critical Illness of which, the signs or symptoms first occurred prior to or within Ninety (90) days following the Policy Issue Date or the last Commencement Date, whichever is later, or
- Any Critical Illness resulting from a physical or mental condition which existed before the Policy Issue Date or the last Commencement Date which was not disclosed, 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; suicide, or
- 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

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- 7. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
- Congenital anomalies or any complications or conditions arising therefrom; or
- 10. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which you are trained or untrained; or
- 11. Any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
- Any Critical Illness based on a Diagnosis made by the Insured or his/her Immediate Family Member or anyone who is living in the same household as the Insured or by a herbalists, acupuncturist or other non-traditional health care provider; and
- Cosmetic or plastic surgery or any elective surgery or cosmetic procedure that improve physical appearance, surgical and nonsurgical treatment of obesity (including morbid obesity) and weight control programs, or treatment of an optional nature;
- 14. Special nursing care, routine health checks or convalescence, Custodial Care, general debility, lethargy, rest cure;
- 15. Any investigation(s) or treatments not directly related to a Covered Illness or Covered Injury or the conditions or diagnosis necessitating hospital admission.

# — 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**

 Entire Contract - Changes: This Policy, together with the Proposal 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 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.

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- 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 Policy Schedule provided it is countersigned by Us and the total premium has been paid & realized by Us.

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

- 1) the Policy Effective date & hour 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. Renewal conditions:

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.

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

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.



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We will not apply any additional loading on your policy premium at renewal based on your claims experience.

You may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

Any revision/modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to You atleast 3 months in advance.

Your renewal premium for this policy will not change unless we have revised the premium and obtained due approval from Authority. Your premium will also change if you move into a higher age group or change the sum insured.

### 5. Expiration Date:

- 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.
- 2. 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 noncooperation. In the event of cancellation for misrepresentation, 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**	ancellation** 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.				

<sup>\*\*</sup> From Policy Dispatch Date.

### For Certificate of Insurance

Further However We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or



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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 misrepresentation, 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		
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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.			

#### \*\* From Policy Dispatch Date.

- Each Certificate of Insurance will terminate on the earliest of the following dates:
  - a) The date the master Policy is terminated,
  - 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 You or We cancel the Certificate of Insurance.
- Territory: This Policy applies to incidents anywhere in the world unless limited by Us through endorsement or specifically restricted in the Policy.
- 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, not disclosed or misrepresented what we consider to be any material factor circumstance;
  - engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
  - c) made false statements.

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### 8. 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 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.
- (b) 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.
- (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 and Examination: You or someone claiming on Your behalf shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 15 days of your discharge from Hospitalisation or completion of treatment. Such documentation will include but is not limited to the following:
  - Our claim form, duly completed and signed for on behalf of the Insured Person.
  - All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
  - A precise diagnosis of the treatment for which a claim is made.
  - iv. Any other document as requested by Claims Department which is relevant to the coverage under the policy.
- (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 IRDA (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.

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- (f) Payment of Claim: All claims under this Policy that are payable to You/Your assignee shall be paid in Indian currency.
- 9. 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.

- 10. 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.
- Consent of Nominee: Consent of the nominee, if any, shall not be a
  pre-requisite for any change of nomineeor to any other changes in
  this Policy.
- 12. Change of Nominee: No change of nominee under this Policy shall bind Us, unless consent / such change thereto is formally endorsed thereon by Our authorized officer.
- 13. 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.
- 14. Legal Actions: Without prejudice to Uniform Provision 9 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.

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

### 17. Limitations:

## Multiple policies:

If an Insured Person suffers a covered Illness or Sickness or Disease for which benefits, are payable under more than one Critical Illness Policy issued 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.

- 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.
- 19. 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.
- 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.

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. 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:
  - a) Nature of Coverage: Coverage for medical expenses, if offered, in Part E: Coverage of this Policy is intended for Your use in the event of contacting a Critical Illness as mentioned in the policy schedule.
  - Pre-existing Exclusion: This Policy is not designed to provide an indemnity in respect of medical services, the need for which arises out of a Pre-existing Condition.

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- c) 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 9, above and otherwise by the Indian courts.
- 22. Change of Occupation: If You sustain a loss after having changed occupation to one We classify as more hazardous than the stated in the Proposal or while doing for compensation anything pertaining to an occupation so classified, We will pay such portion of the indemnities provided in this policy as the premium paid would have purchased at the rates and within the limits We have fixed for such more hazardous occupation. Declaration of change of occupation is available on Our website.
- 23. Associated Companies and Change in Risk: If this policy covers associated companies, You must provide a list of these companies. If Your Associated companies or Your business activities change from those You have told Us about and summarized in the Proposal and Business description in the Schedule, You must tell Us immediately. We must confirm in writing that We accept the changes.
- 24. 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.
- 25. 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 retail health insurance policy available with us at the time of renewal.

# Part E: Coverage

### **Benefits Provisions**

While this Policy is in force, the Company shall provide the Benefits of Part I of this Policy stated on the Policy Schedule or any Endorsement when the Insured is diagnosed to be suffering from a Critical Illness set out in Part I of this Policy as defined here in below.

#### Part I: Critical Illness Benefits

While this Policy is in force, the Company shall provide the benefit in one lump sum as stated in the Schedule of Benefits subject to the provisions, conditions and limitations contained herein or which may be endorsed hereinafter if the Insured is diagnosed to be suffering from a Critical Illness as defined here in above and if all of the following conditions are satisfied.

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- (A) The Insured Person experiences a Critical Illness specifically listed and defined in this Policy; and
- (b) The Critical Illness experienced by the Insured is the first incidence of that Critical Illness; and
- (d) The signs or symptoms of the Critical Illness experienced by the Insured Person commenced more than Ninety (90) days following the Issue Date of the Certificate of Insurance or the last Commencement Date, whichever is later; and
- (e) None of the General or Specific Limitations or Exclusions specifically contained in this Policy applies.
- (f) The person has to survive the illness by thirty (30) days or more, from the date of diagnosis.

Only one lump sum payment shall be provided during the Insured's lifetime regardless of the number of Critical Illness, incapacities or treatments suffered by him/her. This Benefit will be terminated after the lump sum payment. If a Critical Illness is diagnosed within Ninety (90) days following the effective date or the date of its last reinstatement of this Policy, whichever is later, the Company's liability shall be limited to the refund of premiums paid under this Policy.

#### **Covered Critical Illnesses**

The Critical Illness Benefit covers any of the following illnesses upon diagnosis being:

- 1. First Heart Attack of specified severity
- 2. Cancer of specified severity
- 3. Stroke resulting in Permanent Symptoms
- 4. Open Chest CABG
- 5. Kidney Failure Requiring Regular Dialysis
- 6. Major Organ / Bone Marrow Transplant
- 7. Total Blindness
- 8. Coma of specified severity
- 9. Major Burns
- 10. Multiple Sclerosis with persisting symptoms
- 11. Permanent Paralysis of Limbs

### **Benefit**

### 1) First Heart Attack - of Specified Severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis for this will be evidenced by all of the following criteria:

- History of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- 2. New characteristic electrocardiogram changes

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 Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

### The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
- 2. Other acute Coronary Syndromes
- 3. Any type of angina pectoris

### 2) Cancer of Specified Severity

A malignant tumour characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

### The following are excluded -

- Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
- 2. Any skin cancer other than invasive malignant melanoma
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Papillary micro carcinoma of the thyroid less than 1 cm in diameter
- 5. Chronic lymphocyctic leukaemia less than RAI stage 3
- 6. Microcarcinoma of the bladder
- 7. All tumours in the presence of HIV infection

### 3) Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.

Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

### The following are excluded:

- 1. Transient ischemic attacks (TIA)
- 2. Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

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## 4) Open Chest - CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- 1. Angioplasty and/or any other intra-arterial procedures
- Any key-hole or laser surgery.

### 5) Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

### 6) Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- 1. Other stem-cell transplants
- 2. Where only islets of langerhans are transplanted

### 7) Total Blindness

Total irreversible loss of sight in both eyes, duly certified by an ophthalmologist's report, as a result of acute sickness or Accident. Loss of sight will be deemed to have occurred if the degree of sight remaining after correction in both eyes is 3/60 or less on the Snellen scale.

# Diagnostic criteria:

Attending ophthalmologist's report

### 8) Coma of Specified Severity

- A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
  - a) no response to external stimuli continuously for at least 96 hours;
  - b) life support measures are necessary to sustain life; and
  - c) permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.



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### 9) Major Burns

Third Degree Burns (full thickness skin destruction) covering at least twenty percent (20%) of the body surface.

### 10) Multiple Sclerosis with Persisting Symptoms

- The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
  - a) investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
  - there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
  - well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.
- Other causes of neurological damage such as SLE and HIV are excluded.

### 11) Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

### Part II: Second Opinion Benefit

The second opinion benefit is valid only if your Critical Illness Insurance Policy is in force and the Insured Person has been diagnosed with any one of the 11 Covered Critical Illnesses defined in this policy.

#### **Covered Benefit:-**

Transmission of medical records, including images, via computerized software to specialist physicians, in order to obtain an independent second opinion on the diagnosed Critical Illness.

### — Part F: Grievance Redressal Procedure —

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 call our 24X7 Toll free number 1800 266 7780 / 1-800-119966 or 022-66939500 (tolled) or 1800 22 9966 (only for senior citizen policy holders) or you may email to the customer service desk at customersupport@tata-aig.com.

After investigating the matter 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.



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#### **Escalation Level 1**

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tata-aig.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 at this email id.

### **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@tata-aig.com After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

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 under the Insurance Ombudsman Scheme.

#### **Nodal Officer**

Please visit our website at www.tataaiginsurance.in to know the contact details of the Nodal Officer for your servicing location

#### INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Contact Details	Area of Jurisdiction
AHMEDABAD	Sh. P.Ramamoorthy Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014. Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com	State of Gujrat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BHOPAL	Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal - 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@gmail.com	States of Pradesh Madhya and Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in	State of Orissa.
CHANDIGARH	Sh.Manik B.Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.



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Office of the Ombudsman	Contact Details	Area of Jurisdiction
CHENNAI	Sh. Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai,Teynampet, Chennai - 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman @gmail.com	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com	States of Delhi and Rajasthan.
GUWAHATI	Sh.D.C.Choudhury Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr.Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel::- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Sh. G.Rajeswara Rao 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.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
косні	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. Tel: 033-22124346/22124339 Fax: 033-22124341 Email:-insombudsmankolkata @gmail.com	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com	States of Uttar Pradesh and Uttaranchal.



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Office of the Ombudsman	Contact Details	Area of Jurisdiction
MUMBAI	Sh.A.K.Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V.Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com	States of Maharashtra and Goa.

### OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL

Shri M.V.V. Chalam, Secretary General

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W),

Mumbai - 400021 Tel.: 022-26106245 Fax: 022-26106949

Email: <u>inscoun@gmail.com</u> Web: <u>www.gbic.co.in</u> The Secretary

3rd Floor, Jeevan Sava Annexe, S.V. Road, Santacruz (W),

Mumbai - 400 021. Tel: 022-26106980 Fax: 022-26106949

IRDA Regulation No 5: This Policy is subject to regulation 5 of IRDA (Protection

of Policyholder's Interests) Regulation.